ENSCO PLC

FORM 8-K
(Current report filing)

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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

DATE OF REPORT (Date of earliest event reported): December 21, 2009

ENSCO International Incorporated

(Exact name of registrant as specified in its charter)

Delaware	**1-8097**	**76-0232579**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

500 North Akard Street
Suite 4300
Dallas, Texas 75201-3331

(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: (**214) 397-3000**

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

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Item 1.01 Entry into a Material Definitive Agreement.

Supplemental Indenture

On December 22, 2009, ENSCO International Incorporated, a Delaware corporation ("Ensco Delaware"), Ensco International plc, a public limited company organized under English law ("Ensco UK") and Deutsche Bank Trust Company Americas, as trustee, entered into the Second Supplemental Indenture (the "Second Supplemental Indenture") to the Indenture dated November 20, 1997 (as supplemented by the First Supplemental Indenture dated November 20, 1997, the "1997 Indenture"). In connection with the Second Supplemental Indenture, Ensco UK became a guarantor under the 1997 Indenture. The Second Supplemental Indenture is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing summary of the Second Supplemental Indenture is qualified in its entirety by reference to such Exhibit to this Current Report on Form 8-K.

Credit Agreement

Ensco Delaware is a party to the Amended and Restated Credit Agreement dated as of June 23, 2005, among Ensco Delaware, as Borrower, ENSCO Offshore International Company, a Cayman Islands exempted company, as Borrower, Citibank, N.A., as Administrative Agent, and the other syndication agents, book managers, sole lead arranger and lenders party thereto (the "Credit Agreement"). On December 22, 2009, the parties thereto agreed to amend the Credit Agreement in connection with the Redomestication (as such term is defined in Item 2.01 below), subject to the satisfaction of certain conditions, to add Ensco UK and ENSCO Global Limited, a Cayman Islands exempted company, as guarantors thereunder and to make certain other changes (the "Credit Agreement Amendment").

In connection with the Credit Agreement Amendment and the Redomestication, on December 22, 2009, Ensco Delaware agreed to enter into, subject to the satisfaction of certain conditions, an Amended and Restated Guaranty (the "Guaranty") among Ensco UK, Ensco Delaware and ENSCO Global Limited, each as Guarantors, in favor of Citibank N.A., as Administrative Agent, under the Credit Agreement, as amended by the Credit Agreement Amendment.

Deed of Assumption and Plan Amendments

On December 22, 2009, Ensco UK executed a Deed of Assumption (the "Deed of Assumption") pursuant to which Ensco UK (i) adopted and assumed, as of the Effective Time (as such term is defined in Item 2.01 below), the following equity incentive and compensation plans and related agreements of Ensco Delaware, including all awards issued or granted thereunder (each, an "Assumed Plan" and collectively, the "Assumed Plans"): The Ensco Multinational Savings Plan, ENSCO International Incorporated 2005 Long-Term Incentive Plan, ENSCO International Incorporated 1998 Incentive Plan and ENSCO International Incorporated 2000 Stock Option Plan, and (ii) assumed, as of the Effective Time, certain rights and obligations under the following compensation and benefit plans of Ensco Delaware which will remain sponsored by Ensco Delaware: ENSCO Savings Plan, ENSCO 2005 Supplemental Executive Retirement Plan, ENSCO 2005 Non-Employee Director Deferred Compensation Plan, ENSCO Supplemental Executive Retirement Plan, and ENSCO Non-Employee Director Deferred Compensation Plan (each, a "Remaining Plan" and collectively, the "Remaining Plans" and, together with the Assumed Plans, the "Plans"). The Deed of Assumption is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The Plans have been amended, effective as of the Effective Time, (i) to transfer the responsibility for maintaining and sponsoring the Assumed Plans to Ensco UK, to have Ensco UK adopt and assume the Assumed Plans as of the Effective Time and to provide for the appropriate substitution of Ensco UK in place of Ensco Delaware where applicable; (ii) to the extent any Assumed Plan or Remaining Plan provides for the grant, issuance, acquisition, delivery, holding or purchase of, or otherwise relates to or references, shares of common stock of Ensco Delaware, then after the Effective Time, to provide that such plan shall be deemed to provide for the grant, issuance, acquisition, delivery, holding or purchase of, or otherwise relate to or reference, ADSs (as such term is defined in Item 2.01 below), or benefits or other amounts determined by reference to such ADSs, on a one-for-one basis; (iii) to transfer and adjust all outstanding equity-based awards that have been granted under the Assumed Plans and

Remaining Plans, as of the Effective Time, to ADSs or rights over ADSs, as applicable, which are exercisable, issuable, held, available or which vest upon the same terms and conditions as under the applicable plan and the applicable award document or agreement issued thereunder, except that upon the exercise, issuance, holding, availability or vesting of such awards, ADSs shall be issuable or available on a one-for-one basis, or benefits or other amounts shall be determined by reference to such ADSs; (iv) to affirm the original intent that the Merger (as such term is defined in Item 2.01 below) does not constitute a "Change in Control," a "Change of Control" or any similar phrase or concept defined under the Plans, and (v) to comply with applicable English or U.S. corporate or tax law requirements (collectively, the "Plan Amendments"). Copies of the Plans which have been amended in connection with the Redomestication (or the amendments to such Plans), are filed as Exhibits 10.2-10.11 to this Current Report on Form 8-K and are incorporated herein by reference.

The foregoing summaries of the Deed of Assumption and Plan Amendments are qualified in their entirety by reference to the corresponding Exhibits to this Current Report on Form 8-K.

Indemnification Agreements

The information under the heading "Indemnification Agreements" in Item 5.02 of this Current Report on Form 8-K is incorporated by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On December 23, 2009, Ensco Delaware completed the reorganization of the corporate structure of the group of companies controlled by Ensco Delaware, pursuant to which Ensco UK became the publicly-held parent company of such group of companies (the "Redomestication"). In connection with the transactions related to the Redomestication and pursuant to the Agreement and Plan of Merger and Reorganization, dated as of November 9, 2009, between Ensco Delaware and ENSCO Newcastle LLC, a Delaware limited liability company ("Ensco Mergeco") and wholly-owned subsidiary of ENSCO Global Limited, a Cayman Islands exempted company ("Ensco Cayman") and wholly-owned subsidiary of Ensco Delaware (the "Merger Agreement"), Ensco Delaware merged with Ensco Mergeco (the "Merger"), with Ensco Delaware surviving the Merger as a wholly-owned subsidiary of Ensco Cayman. In connection with the Merger, which was effective at 12:01 a.m., Eastern Time, on December 23, 2009 (the "Effective Time"), Ensco Cayman became a wholly-owned subsidiary of Ensco UK. Pursuant to the Merger Agreement, each issued and outstanding share of common stock of Ensco Delaware at the Effective Time was converted into the right to receive one American depositary share (collectively, the "ADSs"), which represents one Class A Ordinary Share, par value $0.10 per share of Ensco UK. The ADSs will trade on the New York Stock Exchange ("NYSE") under the symbol "ESV", the symbol for Ensco Delaware common stock prior to the Effective Time.

The issuance of the ADSs was registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a registration statement on Form F-6 (File No. 333-162978), which was declared effective by the Securities and Exchange Commission ("SEC") on December 1, 2009, and the issuance of the Class A Ordinary Shares was registered under the Securities Act pursuant to a registration statement on Form S-4/A (File No. 333-162975) (the "Registration Statement") filed by Ensco UK, which was declared effective by the SEC on November 19, 2009. The proxy statement/prospectus that forms a part of the Registration Statement contains additional information about the Redomestication and the Merger.

At the Effective Time, Ensco UK acquired ownership of Ensco Delaware and its subsidiaries. Pursuant to Rule 12g-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Ensco UK is the successor issuer to Ensco Delaware and the ADSs and Class A Ordinary Shares represented thereby are deemed to be registered under Section 12(b) of the Exchange Act. The Merger Agreement is attached as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing summary of Merger Agreement is qualified in its entirety by reference to such Exhibit to this Current Report on Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The descriptions of the Second Supplemental Indenture, the Credit Facility Amendment and the Guaranty included under Item 1.01 are incorporated herein by reference.

Item 3.01 Notice of Delisting.

As disclosed above, the ADSs will trade on the NYSE under the same symbol that the Ensco Delaware common stock traded under prior to the Effective Time. On December 22, 2009, in anticipation of all outstanding shares of Ensco Delaware common stock being converted into the right to receive ADSs in the Merger, Ensco Delaware requested that the NYSE file with the SEC a Form 25 to remove Ensco Delaware's common stock from listing on the NYSE on December 23, 2009. Following the filing of the Form 25 by the NYSE, Ensco UK expects to file a Form 15 with the SEC to terminate the registration of Ensco Delaware's common stock. The new listing of the ADSs on the NYSE is effective on and as of December 23, 2009.

Item 3.03 Material Modification to Rights of Security Holders.

The information included under Items 5.03 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.01 Changes in Control of Registrant.

The information included under Items 1.01, 2.01 and Item 8.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

Election of Directors and Appointment of Officers

In connection with the Merger, each member of Ensco Delaware's board of directors resigned prior to the Effective Time from his or her position as a member of the Ensco Delaware board of directors. As of the Effective Time, the number of directors of Ensco Delaware was reduced to a total of three, and the following persons have been elected as the directors:

David A. Armour
Dean A. Kewish
Tommy L. Rhoades

Additionally, the following persons have been appointed to the following officer positions with Ensco Delaware, effective as of the Effective Time:

Dean A. Kewish	Vice President and Secretary
Tommy L. Rhoades	Vice President and Treasurer
Robert O. Isaac	Vice President and Assistant Secretary

Indemnification Agreements

On December 22, 2009, Ensco UK and Ensco Delaware entered into deeds of indemnity and indemnification agreements, respectively, with each of its directors and executive officers that will indemnify such persons to the maximum extent permitted by applicable law against all losses suffered or incurred by them, among others things, that arise out of or in connection with his or her appointment as a director or officer, an act done, concurred in or omitted to be done by such person in connection with such person's performance of his or her functions as a director or officer, or an official investigation, examination or other proceedings ordered or commissioned in connection with the affairs of the company of which he or she is serving as a director or officer at the request of the

indemnifying company. The foregoing description of the indemnification agreements is qualified in its entirety by reference to the forms of Ensco Delaware indemnification agreement and Ensco UK deed of indemnity, which are filed as Exhibits 10.14 and 10.15, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Deed of Assumption and Plan Amendments

The information under the heading "Deed of Assumption and Plan Amendments" in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Employment Agreements

On December 22, 2009, Ensco Delaware entered into an amendment and restatement of the letter agreement with William S. Chadwick, Jr., Executive Vice-President — Chief Operating Officer (the "Chadwick Amendment"), pursuant to which Mr. Chadwick is entitled to a severance payment of two times his base salary and target bonus if he is involuntarily terminated other than by reason of gross negligence, malfeasance, breach of fiduciary duty or like cause ("For Cause"). Separately, in the event of an actual or constructive termination other than For Cause within two years following a Change in Control (as defined in the Chadwick Amendment), Mr. Chadwick will be entitled to three times his most recent base salary and target bonus, as well as full vesting of outstanding equity awards, to be payable on the sixth-month anniversary of the date on which Mr. Chadwick's employment is actually or constructively terminated.

The foregoing summary is qualified in its entirety by reference to the Chadwick Amendment, a copy of which is attached as Exhibit 10.14 to this Current Report on Form 8-K and incorporated herein by reference.

On December 22, 2009, Ensco Delaware entered into an amendment to the employment offer letter agreement with Daniel W. Rabun, Chairman, President and Chief Executive Officer (the "Rabun Amendment"). Pursuant to the Rabun Amendment, Mr. Rabun will be entitled to a severance payment of two times his base salary and target bonus, plus immediate vesting for 20% of the Initial Grants (as defined in the Rabun Letter Agreement) if he is involuntarily terminated other than For Cause, to be payable no later than March 15 of the calendar year immediately following the calendar year in which Mr. Rabun's employment is involuntarily terminated. Separately, in the event of an actual or constructive termination other than For Cause within two years following a Change in Control (as defined in the Rabun Amendment), Mr. Rabun will be entitled to three times his most recent base salary and target bonus, as well as full vesting of outstanding equity awards, to be payable on the sixth-month anniversary of the date on which Mr. Rabun's employment is actually or constructively terminated. The severance protections described above have an initial applicability of four years following the commencement of Mr. Rabun's employment and will renew annually thereafter, unless terminated in writing by Ensco Delaware with at least one-year prior notice.

The foregoing summary is qualified in its entirety by reference to the Rabun Amendment, a copy of which is attached as Exhibit 10.15 to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On December 22, 2009, the directors of Ensco Delaware adopted an amendment to the bylaws. In connection with the Redomestication whereby Ensco UK became the successor issuer to Ensco Delaware, Ensco Delaware amended and restated its certificate of incorporation (the "Amended Certificate of Incorporation") and bylaws (the "Amended Bylaws") on December 22, 2009.

The Amended Bylaws reflect the fact that the shares of Ensco Delaware's common stock are no longer publicly-traded. Additionally, the Amended Bylaws, as well as the Amended Certificate of Incorporation, were

amended to provide certain individuals with indemnification rights similar to the rights provided by the Ensco Delaware indemnification agreements.

Item 8.01 Other Events.

On December 22, 2009, Ensco UK issued a press release announcing completion of the Redomestication. The press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

A Special Meeting of the Stockholders of Ensco Delaware (the "Special Meeting") was held on December 22, 2009 to approve the Merger. As of November 16, 2009, the record date for the Special Meeting, there were 142,515,432 shares of Ensco Delaware common stock issued, outstanding and entitled to vote at the Special Meeting, and a total of 110,851,962 (or approximately 77.78%) of Ensco Delaware's shares issued, outstanding and entitled to be voted at the Special Meeting were represented in person or by proxy at the meeting. Set forth below are the preliminary voting results for the approval of the adoption of the Merger Agreement.

- For: 108,973,546
- Against: 1,638,164
- Abstain: 240,252

The adoption of the Merger Agreement was approved by Ensco Delaware's stockholders, as recommended by Ensco Delaware's Board of Directors.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
2.1	Agreement and Plan of Merger and Reorganization, dated as of November 9, 2009, between ENSCO International Incorporated and ENSCO Newcastle LLC (incorporated by reference to Annex A to the Registration Statement on Form S-4 (File No. 333-162975) filed by Ensco International plc (formerly ENSCO International Limited) on November 9, 2009).
4.1	Second Supplemental Indenture dated December 22, 2009, among ENSCO International Incorporated, Ensco International plc and Deutsche Bank Trust Company Americas, as trustee.
10.1	Deed of Assumption, dated December 22, 2009, executed by Ensco International plc.
10.2	Deed of Amendment No. 2 to the Ensco Multinational Savings Plan, dated December 21, 2009 and effective as of December 23, 2009.
10.3	ENSCO International Incorporated 2005 Long-Term Incentive Plan (As Revised and Restated on December 22, 2009 and As Assumed by Ensco International plc as of December 23, 2009), including Annex 1 and Annex 2 thereto.
10.4	Amendment to the ENSCO International Incorporated 1998 Incentive Plan, executed on December 22, 2009 and effective as of December 23, 2009.
10.5	Amendment No. 4 to the ENSCO International Incorporated 2000 Stock Option Plan, executed on December 22, 2009 and effective as of December 23, 2009.
10.6	Amendment No. 15 to the ENSCO Savings Plan, dated as of November 3, 2009.
10.7	Amendment No. 16 to the ENSCO Savings Plan, executed on December 22, 2009 and effective as of December 23, 2009.

Exhibit Number	Description
10.8	Amendment No. 3 to the ENSCO 2005 Supplemental Executive Retirement Plan, executed on December 22, 2009 and effective as of December 23, 2009.
10.9	Amendment No. 4 to the ENSCO 2005 Non-Employee Director Deferred Compensation Plan, executed on December 22, 2009 and effective as of December 23, 2009.
10.10	Amendment No. 4 to the ENSCO Supplemental Executive Retirement Plan, executed on December 22, 2009 and effective as of the dates indicated therein.
10.11	Amendment No. 3 to the ENSCO Non-Employee Director Deferred Compensation Plan, executed on December 22, 2009 and effective as of the dates indicated therein.
10.12	Form of Indemnification Agreement of ENSCO International Incorporated.
10.13	Form of Deed of Indemnity of Ensco International plc.
10.14	Amendment and Restatement of the Letter Agreement between ENSCO International Incorporated and William S. Chadwick, Jr., dated December 22, 2009.
10.15	Amendment to the Employment Offer Letter Agreement between ENSCO International Incorporated and Daniel W. Rabun, dated December 22, 2009.
99.1	Press Release issued by ENSCO International Incorporated, dated December 22, 2009.

SIGNATURE

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

Dated: December 22, 2009

ENSCO International Incorporated

By: /s/ Cary A. Moomjian, Jr.
Cary A. Moomjian, Jr.
Vice President, General Counsel and Secretary

Index to Exhibits

Exhibit Number	Description
2.1	Agreement and Plan of Merger and Reorganization, dated as of November 9, 2009, between ENSCO International Incorporated and ENSCO Newcastle LLC (incorporated by reference to Annex A to the Registration Statement on Form S-4 (File No. 333-162975) filed by Ensco International plc (formerly ENSCO International Limited) on November 9, 2009).
4.1	Second Supplemental Indenture dated December 22, 2009, among ENSCO International Incorporated, Ensco International plc and Deutsche Bank Trust Company Americas, as trustee.
10.1	Deed of Assumption, dated December 21, 2009, executed by Ensco International plc.
10.2	Deed of Amendment No. 2 to the Ensco Multinational Savings Plan, dated December 21, 2009 and effective as of December 23, 2009.
10.3	ENSCO International Incorporated 2005 Long-Term Incentive Plan (As Revised and Restated on December 22, 2009 and As Assumed by Ensco International plc as of December 23, 2009), including Annex 1 and Annex 2 thereto.
10.4	Amendment to the ENSCO International Incorporated 1998 Incentive Plan, executed on December 22, 2009 and effective as of December 23, 2009.
10.5	Amendment No. 4 to the ENSCO International Incorporated 2000 Stock Option Plan, executed on December 22, 2009 and effective as of December 23, 2009.
10.6	Amendment No. 15 to ENSCO Savings Plan, dated as of November 3, 2009.
10.7	Amendment No. 16 to ENSCO Savings Plan, executed on December 22, 2009 and effective as of December 23, 2009.
10.8	Amendment No. 3 to the ENSCO 2005 Supplemental Executive Retirement Plan, executed on December 22, 2009 and effective as of December 23, 2009.
10.9	Amendment No. 4 to the ENSCO 2005 Non-Employee Director Deferred Compensation Plan, executed on December 22, 2009 and effective as of December 23, 2009.
10.10	Amendment No. 4 to the ENSCO Supplemental Executive Retirement Plan, executed on December 22, 2009 and effective as of the dates indicated therein.
10.11	Amendment No. 3 to the ENSCO Non-Employee Director Deferred Compensation Plan, executed on December 22, 2009 and effective as of the dates indicated therein.
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99.1	Press Release issued by ENSCO International Incorporated, dated December 22, 2009.

Exhibit 4.1

ENSCO INTERNATIONAL INCORPORATED,

ENSCO INTERNATIONAL PLC,
PARENT GUARANTOR

AND

DEUTSCHE BANK TRUST COMPANY AMERICAS,
TRUSTEE

SECOND SUPPLEMENTAL INDENTURE

DATED AS OF

DECEMBER 22, 2009

TO

INDENTURE

DATED AS OF

NOVEMBER 20, 1997

This Second Supplemental Indenture, dated as of December 22, 2009, is entered into by and among ENSCO International Incorporated, a Delaware corporation (the "Company"), having its principal office at 500 North Akard Street, Suite 4300, Dallas, Texas 75201-3331, Ensco International plc, as guarantor, ("Parent Guarantor"), an English public limited company, having its principal office at ENSCO House, Badentoy Avenue, Badentoy Industrial Estate, Aberdeen, AB12 4YB, Scotland, United Kingdom and Deutsche Bank Trust Company Americas, as Trustee (the "Trustee"), having its principal office at 60 Wall Street, New York, New York 10005.

RECITALS OF THE COMPANY

The Company has executed and delivered to the Trustee an indenture, dated as of November 20, 1997 (the "Original Indenture"), as supplemented by the First Supplemental Indenture dated as of November 20, 1997 (the "First Supplemental Indenture," and together with the Original Indenture, the "Indenture"), providing for the issuance from time to time of the Company's unsecured debentures, notes or other evidences of indebtedness (herein called the "Securities"), issuable in one or more series as provided in the Indenture. All capitalized terms used herein that are defined in the Indenture shall have the meanings assigned thereto in the Indenture unless otherwise defined herein.

Section 902 of the Indenture permits the execution of supplemental indentures with the consent of the Holders of a majority in principal amount of the Outstanding Securities of all series affected by such supplemental indenture to add any provisions to or change in any manner or eliminate

any of the provisions of the Indenture or modify in any manner the rights of the Holders of Securities of such series under the Indenture, subject to limitations.

Pursuant to the foregoing authority, the Company proposes in and by this Second Supplemental Indenture to supplement and amend the Indenture.

All things necessary to make this Second Supplemental Indenture a valid agreement of the Company, in accordance with its terms, have been done.

Now, therefore, in consideration of the premises and the purchase of the Securities by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities or of series thereof, as follows:

ARTICLE 1

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Section 101. The Table of Contents of the Indenture is hereby amended by adding the following new definitions in alphabetical order to the list of definitions in Section 101:

Guarantee

Guaranteed Obligations

Parent Guarantor

Section 102. The Table of Contents of the Indenture is hereby amended by adding the following new article:

ARTICLE FOURTEEN

PARENT GUARANTOR

SECTION 1401. GUARANTEE

SECTION 1402. LIMITATION ON LIABILITY

SECTION 1403. SUCCESSORS AND ASSIGNS

SECTION 1404. NO WAIVER

SECTION 1405. MODIFICATION

ARTICLE 2

FIRST PARAGRAPH

Section 201. The first paragraph of the Indenture is hereby amended and restated in its entirety as follows:

THIS Indenture, dated as of November 20, 1997, by and among ENSCO International Incorporated, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), having its principal office at 500 North Akard Street, Suite 4300, Dallas, Texas 75201-3331, Ensco International plc, as guarantor, a public limited company duly organized and existing under the laws of England and Wales (herein called the "Parent Guarantor"), and Deutsche Bank Trust Company Americas, a New York banking corporation, as Trustee (herein called the "Trustee"), the office of the Trustee at which at the date hereof its corporate trust business is principally administered being 60 Wall Street, New York, New York 10005.

ARTICLE 3

DEFINITIONS AND OTHER PROVISIONS
OF GENERAL APPLICATION

Section 301. The definition of "Officers' Certificate" in Section 101 in Article One of the Indenture is hereby amended and restated in its entirety as follows:

"Officers' Certificate" means a certificate signed by the Chairman of the Board, the President or a Vice President, and by the Treasurer, the Controller, the Secretary or an Assistant Treasurer, Assistant Controller or Assistant Secretary, of the Company or the Parent Guarantor, as applicable, and delivered to the Trustee, which certificate shall be in compliance with Section 103 hereof.

Section 302. The definition of "Opinion of Counsel" in Section 101 in Article One of the Indenture is hereby amended and restated in its entirety as follows:

"Opinion of Counsel" means a written opinion of counsel, who may be counsel for or an employee of the Company or the Parent Guarantor, as applicable, rendered, if applicable, in accordance with Section 314(c) of the Trust Indenture Act, which opinion shall be reasonably acceptable to the Trustee and in compliance with Section 103 hereof.

Section 303. The definition of "Subsidiary" in Section 101 in Article One of the Indenture is hereby amended and restated in its entirety as follows:

"Subsidiary" means, as to any Person, a corporation more than 50% of the outstanding voting stock of which is owned, directly or indirectly, by the Company or the Parent Guarantor, or by one or more other Subsidiaries, or by the Company or the Parent Guarantor and one or more other Subsidiaries. For the purposes of this definition, "voting stock" means stock that ordinarily has voting power for the election of directors, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency.

Section 304. Section 101 in Article One of the Indenture is hereby amended by adding the following new defined terms in alphabetical order as follows:

"Guarantee" has the meaning specified in Section 1401(4).

"Guaranteed Obligations" has the meaning specified in Section 1401(1).

"Parent Guarantor" has the meaning specified in the first paragraph of this Indenture, until a successor Person shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Parent Guarantor" shall mean such successor Person.

Section 305. Section 103 in Article One of the Indenture is hereby amended to add the phrase "or the Parent Guarantor, as applicable," after each reference therein to the "Company".

Section 306. Section 104 in Article One of the Indenture is hereby amended to add the phrase "or the Parent Guarantor, as applicable," after each reference therein to the "Company".

ARTICLE 4

CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE

Section 401. Section 801 in Article Eight of the Indenture is hereby amended and restated in its entirety, solely to include the Parent Guarantor, as follows:

Neither the Company nor the Parent Guarantor shall consolidate with or merge into any other Person or convey, transfer or lease its properties and assets substantially as an entirety to any Person and neither the Company nor the Parent Guarantor shall permit any person to consolidate with or merge into the Company or the Parent Guarantor or convey, transfer or lease its properties and assets substantially as an entirety to the Company or the Parent Guarantor unless:

(1) the Person formed by such consolidation or into which the Company or the Parent Guarantor is merged or the Person which acquires by conveyance or transfer, or which leases, the properties and assets of the Company or the Parent Guarantor substantially as an entirety shall be a corporation, partnership or trust and shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of (and premium, if any) and interest (including all Additional Amounts, if any) on all the Securities and the performance of every covenant of this Indenture on the part of the Company or the Parent Guarantor, as applicable, to be performed or observed;

(2) immediately after giving effect to such transaction, no Default or Event of Default shall have happened and be continuing; and

(3) the Company or the Parent Guarantor, as applicable, has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer or lease and, if a supplemental indenture is required in connection with such transaction, such supplemental

indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

ARTICLE 5

SUPPLEMENTAL INDENTURES

Section 501. The first paragraph of Section 901 and numbered paragraphs (1) and (2) in Article Nine of the Indenture are hereby amended and restated in their entirety, solely to include the Parent Guarantor, as follows:

Without the consent of any Holders, the Company, when authorized by a Board Resolution, the Parent Guarantor, when authorized by its board resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(1) to evidence the succession of another Person to the Company or the Parent Guarantor, as applicable, and the assumption by any such successor of the covenants of the Company or the Parent Guarantor, as applicable, herein and in the Securities;

(2) to add to the covenants of the Company and/or the Parent Guarantor for the benefit of the Holders of all or any series of Securities (and if such covenants are to be for the benefit of less than all series of Securities, stating that such covenants are expressly being included solely for the benefit of such series), to convey, transfer, assign, mortgage or pledge any property to or with the Trustee or otherwise secure any series of the Securities or to surrender any right or power herein conferred upon the Company or the Parent Guarantor;

Section 502. The first paragraph of Section 902 in Article Nine of the Indenture is hereby amended and restated in its entirety, solely to include the Parent Guarantor, as follows:

With the consent of the Holders of a majority in principal amount of the Outstanding Securities of all series affected by such supplemental indenture (acting as one class), by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, the Parent Guarantor, when authorized by its board resolution and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture; PROVIDED, HOWEVER, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Security affected thereby,

ARTICLE 6

COVENANTS

Section 601. The first paragraph of Section 1008 in Article Ten of the Indenture is hereby amended and restated in its entirety, solely to include the Parent Guarantor, as follows:

Neither the Company nor the Parent Guarantor shall create, assume or suffer to exist any Lien on any Restricted Property to secure any debt of the Company, the Parent Guarantor, any Subsidiary or any other Person, or permit any Subsidiary so to do, without making effective provision whereby the Securities then outstanding and having the benefit of this Section shall be secured by a Lien equally and ratably with such debt for so long as such debt shall be so secured, except that the foregoing shall not prevent the Company, the Parent Guarantor or any Subsidiary from creating, assuming or suffering to exist Liens of the following character:

Section 602. Numbered paragraphs (1) to (14) of Section 1008 in Article 10 of the Indenture are hereby amended to add the phrase ", the Parent Guarantor" after each reference therein to the "Company".

Section 603. Section 1009 in Article Ten of the Indenture is hereby amended and restated in its entirety, solely to include the Parent Guarantor, as follows:

Neither the Company nor the Parent Guarantor shall enter into any Sale and Leaseback Transaction covering any Restricted Property, nor permit any Subsidiary to do so, unless:

(1) the Company, the Parent Guarantor or such Subsidiary would be entitled to incur debt, in a principal amount at least equal to the Value of such Sale and Leaseback Transaction, which is secured by Liens on the property to be leased (without equally and ratably securing the outstanding Securities) because such Liens would be of such character that no violation of the provisions of Section 1008 would result,

(2) after the date on which the Securities are originally issued and within a period commencing nine months prior to the effective date of such Sale and Leaseback Transaction and ending nine months after such effective date, the Company, the Parent Guarantor or such Subsidiary shall have expended for Restricted Property (at fair market value as determined by the Board of Directors of the Company or the board of directors of the Parent Guarantor) used or to be used in the ordinary course of business of the Company and its subsidiaries or the Parent Guarantor and its Subsidiaries, as applicable, an amount equal to all or a portion of the Value of such Sale and Leaseback Transaction and the Company or the Parent Guarantor, as applicable, shall have elected to designate such amount as a credit against such Sale and Leaseback Transaction (with any such amount not being so designated to be applied as set forth in clause (3) below or as otherwise permitted), or

(3) the Company or the Parent Guarantor during the nine months immediately following the effective date of such Sale and Leaseback Transaction shall have applied to the acquisition of Restricted Property or the voluntary

retirement of Funded Debt (whether by redemption, defeasance, repurchase, or otherwise) an amount equal to the Value of such Sale and Leaseback Transaction (in either case adjusted to reflect the remaining term of the lease and any amount expended by the Company or the Parent Guarantor, as applicable, for Restricted Property as set forth in clause (2) above).

ARTICLE 7

PARENT GUARANTOR

Section 701. Article Fourteen of the Indenture is hereby added as follows:

ARTICLE FOURTEEN

PARENT GUARANTOR

SECTION 1401. GUARANTEE

(1) Except as otherwise set forth in a supplemental indenture establishing a series of Securities and subject to the provisions of this Article Fourteen, the Parent Guarantor hereby unconditionally and irrevocably guarantees, as a primary obligor and not merely as a surety, to each Holder and to the Trustee and its successors and assigns (a) the full and punctual payment of principal of and interest on and liquidated damages in respect of the Securities when due, whether on the Stated Maturity, by acceleration, by redemption or otherwise, and all other monetary obligations of the Company under this Indenture (including all obligations of the Company to the Trustee under this Indenture) and the Securities and (b) the full and punctual performance within applicable grace periods of all other obligations of the Company whether for expenses, indemnification or otherwise under this Indenture and the Securities (all the foregoing being hereinafter collectively called the "Guaranteed Obligations"). The Parent Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from the Parent Guarantor, and that the Parent Guarantor shall remain bound under this Article Fourteen notwithstanding any extension or renewal of any Guaranteed Obligation.

(2) The Parent Guarantor waives (to the extent that it may lawfully do so) (a) presentation to, demand of, payment from and protest to the Company of any of the Guaranteed Obligations, (b) notice of protest for nonpayment and (c) notice of any default under Securities of any series or the Guaranteed Obligations. The obligations of the Parent Guarantor hereunder shall not be affected by (i) the failure of any Holder or the Trustee to assert any claim or demand or to enforce any right or remedy against the Company or any other Person under this Indenture, the Securities of any series or any other agreement or otherwise; (ii) any extension or renewal of any thereof; (iii) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Securities of any series or any other agreement relating to this Indenture or the Securities; (iv) the release of any security held by any Holder or the Trustee for the Guaranteed Obligations or any of them; (v) the failure of any Holder or the Trustee to exercise any right or remedy against any other guarantor of the Guaranteed Obligations; or (vi) any change in the ownership of the Parent Guarantor.

(3) The Parent Guarantor hereby waives (to the extent that it may lawfully do so) (a) any right to which it may be entitled to have the assets of the Company first be used and depleted as payment of the Company's or such Parent Guarantor's obligations hereunder prior to any amounts being claimed from or paid by the Parent Guarantor hereunder and (b) any right to which it may be entitled to require that the Company be sued prior to an action being initiated against the Parent Guarantor.

(4) The Parent Guarantor further agrees that its guarantee pursuant to this Article Fourteen (the "Guarantee") herein constitutes a guarantee of payment, performance and compliance when due (and not a guarantee of collection) and waives (to the extent that it may lawfully do so) any right to require that any resort be had by any Holder or the Trustee to any security held for payment of the Guaranteed Obligations.

(5) Except as expressly set forth in Article Four and Section 1402, the obligations of the Parent Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of the Parent Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Holder or the Trustee to assert any claim or demand or to enforce any remedy under this Indenture, the Securities of any series or any other agreement relating to this Indenture or the Securities, by any waiver or modification of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of the Parent Guarantor or would otherwise operate as a discharge of the Parent Guarantor as a matter of law or equity.

(6) The Parent Guarantor agrees that its Guarantee shall remain in full force and effect until payment in full of all the Guaranteed Obligations. The Parent Guarantor further agrees that its Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any Guaranteed Obligation is rescinded or must otherwise be restored by any Holder or the Trustee upon the bankruptcy or reorganization of the Company or otherwise.

(7) In furtherance of the foregoing and not in limitation of any other right which any Holder or the Trustee has at law or in equity against the Parent Guarantor by virtue hereof, upon the failure of the Company to pay the principal of or interest on any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, or to perform or comply with any other Guaranteed Obligation, the Parent Guarantor hereby promises to and shall, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the Holders or the Trustee an amount equal to the sum of (a) the unpaid principal amount of such Guaranteed Obligations, (b) accrued and unpaid interest on such Guaranteed Obligations (but only to the extent not prohibited by law) and (c) all other monetary obligations of the Company to the Holders and the Trustee.

(8) The Parent Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any Guaranteed Obligations guaranteed hereby until payment in full of all Guaranteed Obligations. The Parent

Guarantor further agrees that, as between it, on the one hand, and the Holders and the Trustee, on the other hand, (a) the maturity of the Guaranteed Obligations guaranteed hereby may be accelerated as provided in Article Five for the purposes of any Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby, and (b) in the event of any declaration of acceleration of such Guaranteed Obligations as provided in Article Five, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by the Parent Guarantor for the purposes of this Section 1401.

(9) The Parent Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or any Holder in enforcing any rights under this Section 1401.

SECTION 1402 LIMITATION ON LIABILITY

Any term or provision of this Indenture to the contrary notwithstanding, the maximum, aggregate amount of the Guaranteed Obligations guaranteed hereunder by the Parent Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Indenture, as it relates to the Parent Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

SECTION 1403 SUCCESSORS AND ASSIGNS

This Article Fourteen shall be binding upon the Parent Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges conferred upon that party in this Indenture and in the Securities of any series shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture

SECTION 1404 NO WAIVER

Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Article Fourteen shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article Fourteen at law, in equity, by statute or otherwise.

SECTION 1405 MODIFICATION

No modification, amendment or waiver of any provision of this Article Fourteen, nor the consent to any departure by the Parent Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee and the Parent Guarantor, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Parent Guarantor in any case shall entitle the Parent Guarantor to any other or further notice or demand in the same, similar or other circumstances.

* * *

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

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

ENSCO INTERNATIONAL INCORPORATED

By: /s/ James W. Swent III
Name: James W. Swent III
Title: Senior Vice President — Chief Financial Officer

ENSCO INTERNATIONAL PLC, Parent Guarantor

By: /s/ James W. Swent III
Name: James W. Swent III
Title: Senior Vice President — Chief Financial Officer

DEUTSCHE BANK TRUST COMPANY AMERICAS, Trustee

By: /s/ Yana Kislenko
Name: Yana Kislenko
Title: Assistant Vice President

By: /s/ Randy Kahn
Name: Randy Kahn
Title: Vice President

Exhibit 10.1

DATED THIS 22 ND DAY OF DECEMBER, 2009

ENSCO INTERNATIONAL PUBLIC LIMITED COMPANY

DEED OF ASSUMPTION
relating to
Equity Incentive Plans of Ensco International Incorporated

DEED OF ASSUMPTION

OF

ENSCO INTERNATIONAL PUBLIC LIMITED COMPANY

This Deed relating to the equity incentive plans of ENSCO International Incorporated (" **Ensco Delaware** "), as listed in Annex A and Annex B, is made on 22 December, 2009 by **ENSCO INTERNATIONAL PUBLIC LIMITED COMPANY** (incorporated in England and Wales with registered number 7023598) whose registered office is at ENSCO House, Badentoy Avenue, Badentoy Industrial Estate, Aberdeen, AB12 4YB, Scotland (" **Ensco UK** ").

WHEREAS, the board of directors and the stockholders of Ensco Delaware have approved the Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), by and between Ensco Delaware and ENSCO Newcastle LLC;

WHEREAS, pursuant to the Merger Agreement, Ensco Delaware will become a wholly-owned subsidiary of Ensco UK;

WHEREAS, pursuant to the Merger Agreement, each issued and outstanding share of Ensco Delaware common stock will be converted into the right to receive one American depositary share ("ADS"), which represents one Class A Ordinary Share of Ensco UK and is evidenced by an American depositary receipt ("ADR");

WHEREAS , in connection with the Merger Agreement, Ensco UK proposes to adopt and assume certain of the equity incentive plans previously sponsored by Ensco Delaware and the outstanding awards thereunder (the " **Assumed Plans** ") and agrees that ADSs shall be used or referenced in connection with rights granted under certain other of the equity incentive plans that will remain sponsored by Ensco Delaware (the " **Remaining Plans** ") (the " **Assumption** ");

WHEREAS , in connection with the Merger Agreement, Ensco Delaware amended the Assumed Plans and the Remaining Plans as necessary or appropriate (i) to facilitate the assumption and adoption by Ensco UK of the applicable equity incentive plans and the various rights, duties or obligations thereunder, (ii) to reflect the issuance of ADSs or rights over ADSs (rather than shares of Ensco Delaware common stock or rights over such shares) and the conversion of Ensco Delaware common stock to ADSs, (iii) to provide for the appropriate substitution of Ensco UK in place of Ensco Delaware where applicable, (iv) to provide that the merger will not constitute a change in control under the terms of the equity incentive plans, and (v) to comply with applicable English or U.S. corporate or tax law requirements;

WHEREAS, the Assumed Plans and the Remaining Plans (as so amended) are annexed to this Deed of Assumption; and

WHEREAS , upon the Merger Agreement becoming effective (the "Effective Time"), Ensco UK desires to assume (1) sponsorship of the Assumed Plans, (2) the rights and obligations of Ensco Delaware under the Assumed Plans, and (3) the rights and obligations of Ensco Delaware related to the issuance of its securities under the Remaining Plans;

NOW THIS DEED WITNESSES AS FOLLOWS:

A. Ensco UK hereby declares, undertakes and agrees for the benefit of each participant in the Assumed Plans that, with effect from the Effective Time, it shall:

1. accept assignment of and assume the Assumed Plans from Ensco Delaware;

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 Ensco Delaware prior to the Effective Time;

3. exercise all of the powers of the plan sponsor relating to the Assumed Plans which were exercised by Ensco Delaware prior to the Effective Time;

4. be bound by the terms of the Assumed Plans so that Ensco UK will be bound by the requirements, without limitation, that:

   4.1 any outstanding Plan Award (as such term is defined in the Ensco International Incorporated 2005 Long Term Incentive Plan), any outstanding Award (as such term is defined in the Ensco International Incorporated 1998 Incentive Plan) and any outstanding Benefit (as such term is defined in the Ensco International Incorporated 2000 Stock Option Plan) and any other right to shares of Ensco Delaware common stock, including rights to purchase shares of Ensco Delaware common stock under The Ensco Multinational Savings Plan (collectively, the " **Assumed Awards** ") shall be subject to the same terms and conditions of the respective Assumed Plan (each as amended by Ensco Delaware) or any agreement evidencing or relating to a Plan Award, Award, Benefit or other right (each, a " **Plan Document** ", and collectively, the " **Plan Documents** ") as in effect immediately prior to the effective date of this Deed, including the vesting schedule set forth in the applicable Assumed Award, save for such changes as are necessary to effectuate and reflect the assumption by Ensco UK of the respective Assumed Plan and Assumed Award and the rights and obligations of Ensco Delaware thereunder;

   4.2 to the extent any Plan Document provides for the grant, issuance, acquisition, delivery, holding or purchase of, or otherwise relates to or references, shares of Ensco Delaware common stock or rights to shares of Ensco Delaware common stock (or rights to receive benefits or amounts by reference to those shares), then, pursuant to the terms hereof and thereof, such Plan Document is hereby amended to provide for the grant, issuance, acquisition, delivery, holding or purchase of, or otherwise relates to or references, ADSs or ADRs or rights to ADSs or ADRs, as applicable (or rights to receive benefits or amounts by reference to the ADSs), on a one-for-one basis;

   4.3 all references in the Assumed Plans to Ensco Delaware or its predecessors are hereby amended to be references to Ensco UK, except where the context dictates otherwise;

   4.4 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 Ensco UK (or relevant committee of the board of directors of Ensco UK), except where the context dictates otherwise;

   4.5 all outstanding Assumed Awards or any other benefits available which have been granted under the Assumed Plans shall remain outstanding pursuant to the terms outlined in this Deed;

   4.6 each Assumed Award shall, pursuant to the terms hereof and thereof, be exercisable, issuable, held, available or vest upon the same terms and conditions as under the applicable Plan Document, except that upon the exercise, issuance, holding, availability or vesting of such Assumed Awards, as applicable, ADSs evidenced by ADRs are hereby issuable or available in lieu of shares of Ensco Delaware common stock on a one-for-one basis; and

   4.7 if any benefits or amounts due are determined by reference to ordinary shares, they will henceforth be determined by reference to ADSs.

5. Ensco UK hereby assumes and adopts, for the time being, the form of agreement adopted by Ensco Delaware for the issuance of Assumed Awards on and after the Effective Time **,** with such amendments and modifications thereto as may be necessary or appropriate to effectuate and reflect the requirements of English law and to effectuate and reflect the assumption by Ensco UK of the Assumed Plans and the form of agreement and the rights and obligations of Ensco Delaware thereunder.

6. Each Assumed Award that is a stock option shall have the same exercise price for each ADS under the option, as the stock option had previously for each share of Ensco common stock under the stock option.

7. Ensco UK hereby grants, conditional upon the Merger Agreement becoming effective, each Assumed Award on the terms set out in this Deed. Each Assumed Award shall be treated as coming into effect immediately on the Effective Time.

8. This deed shall be governed by and construed in accordance with the laws of England and Wales.

B. Ensco UK hereby declares, undertakes and agrees for the benefit of each participant in the Remaining Plans that, with effect from the Effective Time, it shall, to the extent the Remaining Plans provide for the issuance, acquisition, delivery, holding or purchase of shares of, or otherwise relate to or reference, Ensco Delaware common stock or rights to shares of Ensco common stock (or rights to receive benefits or amounts by reference to those shares), issue or cause to be issued, acquired, delivered, held, or purchased ADSs or ADRs, as applicable, and such Plan is hereby amended to provide for the issuance, acquisition, delivery, holding or purchase of, or otherwise relate to or reference, ADSs or ADRS, as applicable (or rights to receive benefits or other amounts by reference to ADSs determined in accordance with the Plan), on a one-for-one basis.

IN WITNESS WHEREOF this Deed has been executed by Ensco UK on the date first above written.

EXECUTED AS A DEED AND DELIVERED BY)
ENSCO INTERNATIONAL PUBLIC LIMITED COMPANY)
acting by:)

/s/ James W. Swent III
James W. Swent III

/s/ David A. Armour
David A. Armour

ANNEX A

Assumed Plans

1. ENSCO International Incorporated 2005 Long Term Incentive Plan;
2. ENSCO International Incorporated 1998 Incentive Plan;
3. ENSCO International Incorporated 2000 Stock Option Plan; and
4. The Ensco Multinational Savings Plan

ANNEX B

Remaining Plans

1. ENSCO Savings Plan;
2. ENSCO International Incorporated 2005 Supplemental Executive Retirement Plan;
3. ENSCO International Incorporated 2005 Non-Employee Director Deferred Compensation Plan;
4. ENSCO International Incorporated Supplemental Executive Retirement Plan; and
5. ENSCO International Incorporated Non-Employee Director Deferred Compensation Plan.

Exhibit 10.2

Deed of Amendment No. 2

The Ensco Multinational Savings Plan

December 22, 2009

between

Citco Trustees (Cayman) Limited

(as Trustee)

and

ENSCO International Incorporated

This Deed of Amendment is made the 22nd day of December, 2009

Between:

(1) **Citco Trustees (Cayman) Limited** , a trust company incorporated under the laws of the Cayman Islands whose registered office is at Windward One, Regatta Office Park, Grand Cayman, Cayman Islands (" **Trustee** "); and

(2) **ENSCO International Incorporated** of 500 North Akard Street, Suite 4300, Dallas, Texas, 75201, United States of America (" **Ensco Inc** ")

Whereas:

(A) This deed is supplemental to a trust deed dated 31 December 2008 made between the Trustee and Ensco Inc as the Plan Sponsor establishing the trust known as the Ensco Multinational Savings Plan and an amended and restated trust deed (the " **Amended and Restated Deed** ") dated 16 February 2009 made between the Trustee and Ensco (the " **Trust** ").

(B) The Trustee is the present sole trustee of the Trust.

(C) By the Amended and Restated Deed the Trustee declared that it held $100 on the trust of the Trust and on the additional terms of the Rules.

(D) By Clause 24 of the Trust, the Trustee has the power (the " **Power** ") with the written consent of the Plan Sponsor and with written notice to the Participants by deed to amend, modify, alter or add to the provision of the Trust and the Rules in such manner and to such extent as the Trustee considers to be in the best interests of the Participants, on the written consent of the majority of Participants to approve the modification, alteration or addition, unless the Trustee certifies in writing that in its opinion the amendment, modification, alteration or addition does not materially prejudice the interests of the then existing Participants and does not operate to release the Trustee from any responsibility to Participants (the " **Certification** ").

(E) Ensco Inc has entered into an Agreement and Plan of Merger and Reorganization with ENSCO Newcastle LLC, dated 9 November 2009 (the " **Merger Agreement** "), pursuant to which

- Ensco Inc will become a wholly-owned subsidiary of Ensco International plc (" **Ensco plc** ");
- Each outstanding share of common stock of Ensco Inc will be converted into the right to receive an American depositary share, evidenced by an American depositary receipt, which represents a Class A Ordinary Share in Ensco plc; and
- Ensco Inc shall assign to Ensco plc, and shall cause Ensco plc to adopt and assume, the rights and obligations of Ensco Inc under certain of its equity incentive, compensation and other plans that provide for rights to receive or purchase shares of common stock of Ensco Inc, including the Trust (and the Rules annexed thereto).

(F) By Clause 30 of the Trust, if the Plan Sponsor is absorbed by or amalgamated with another company or body or if the undertaking of the Plan Sponsor is assigned to or vested in any other

company or body, the Trustee shall upon the direction of the Plan Sponsor or its successor in interest make such arrangements for the continuance of the Plan and for such amalgamated company or other body to take the place of and become the Plan Sponsor for all purposes of the Plan for a date agreed with the Trustee.

(G) The Trustee wishes to exercise the Power in the manner set out below and intends that this Deed shall serve as the Certification.

(H) Ensco Inc wishes to consent to the proposed amendments as set out in this deed to be made to the Trust.

(I) Ensco Inc confirms that notice of the proposed amendments as set out in this deed has been given to the Participants.

This Deed witnesses as follows:

1 Definitions and Construction

In this deed, where the context allows:

1.1 the definitions and rules of construction contained in the Trust shall apply and, subject to that, the following definition shall apply:

1.2 "Effective Date" means 23 December 2009 or, if different, the effective date of the Merger Agreement.

2 Amendments

In exercise of the Power and of each and every other power (if any) it enabling, the Trustee hereby declares that the Trust is hereby amended in the manner set out below so that from the Effective Date the Trust shall be read and construed with the amendments having been made.

2.1 The following definitions in Clause 1.1 are hereby deleted and replaced with the following:

"Forfeiture Account" means a sub-acount of the Plan which is reserved for any sums forfeited by the Participant under the Rules and held in the Trust Fund to be used during the Trust Period at the discretion of the Trustee for and on behalf of the Participants, in accordance with the terms of this Trust;

"Investment" means any share, stock, partnership interest, bond, debenture, debenture stock, depositary share, warrant, convertible bond, loan stock, unit or sub-unit of a unit trust, share or stock option or futures contract, currency or interest rate swap, repurchase agreement, certificate of deposit, bill, note or security of any kind whatsoever issued by, or any loan (or participation therein) made to any person, body (whether or not incorporated), fund, trust, government or agency of any country, state or territory in the world, any participation in a mutual fund or similar scheme and whether fully paid, partly paid or nil paid or such other investment or derivative thereof as the Trustee may from time to time designate in writing;

"Plan Sponsor" means Ensco International plc of ENSCO House, Badentoy Avenue, Badentoy Industrial Estate, Aberdeen, AB12 4YB, Scotland, or such address as the Plan Sponsor from time to time may specify by notice to the Trustee.

2.2 Clause 1.1(b)(i) of the Rules is hereby deleted and replaced with the following:

"is a citizen or resident of, or is employed in, the United States or the Cayman Islands or is employed in the United Kingdom;"

2.2 Clause 3.14 of the Rules is hereby deleted and replaced with the following:

"From and after the Effective Date, no Participant may direct more than twenty-five per cent (25%) of his total Participant Contributions and his Employer Contributions to be invested in American depositary shares, evidenced by American depositary receipts, which represent Class A Ordinary Shares in the Plan Sponsor ("ADSs"). Should a Participant act contrary to this provision, the Employer may reallocate the amounts so directed by the Participant, so that any amount but for the restrictions set out in this Rule 3.14 that would otherwise be used to purchase ADSs is instead invested in the Plan's money market account. Furthermore, no Participant may direct the sale of any assets in his Participant Account and reinvest in ADSs if such sale and reinvestment would directly result in the Participant Account holding more than twenty-five per cent (25%) by value of its assets in ADSs provided however that the value of any ADSs held in a Participant Account may exceed twenty-five per cent (25%) of the total value of a Participant Account through appreciation or depreciation of the value of assets in the Participant Account, or if the concentration of ADSs exceeded twenty-five (25%) prior to the Effective Date."

3 Certification

The Trustee hereby certifies that in its opinion the amendments as set out above in Clause 2 of this Deed of Amendment do not materially prejudice the interests of the Participants as at the Effective Date and do not operate to release the Trustee from any responsibility to Participants.

4 Consent

Ensco Inc hereby consents to the amendments to the Trust as set out herein.

5 Confirmation

Except as specifically amended herein, all the provisions of the Trust (as amended) shall remain in full force and effect, and the Trust as further amended herein shall be read as a single, integrated document with all terms used in this amendment having the meanings set forth in the Trust.

6 Governing Law

Cayman Islands law shall govern the construction and interpretation of this deed and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Cayman Islands.

In witness whereof this instrument has been executed and delivered the day and year first above written.

Executed as a deed and delivered by the said **CITCO TRUSTEES (CAYMAN) LIMITED** by its common seal being affixed in the presence of)

/s/ Christina Belargent
CITCO TRUSTEES (CAYMAN) LIMITED

/s/ Cassandra Ebanks
Witness

Executed as a deed and delivered by the said **ENSCO International Incorporated** by its common seal being affixed in the presence of)

/s/ Cary A. Moomjian, Jr.
ENSCO INTERNATIONAL INCORPORATED

/s/ Robert W. Edwards
Witness

Exhibit 10.3

ENSCO INTERNATIONAL INCORPORATED

2005 LONG-TERM INCENTIVE PLAN

(As Revised and Restated on December 22, 2009 and
As Assumed by Ensco International plc as of December 23, 2009)

SECTION 1
ESTABLISHMENT AND PURPOSE

(a) **Effective Date; Shareholder Approval .** This Plan became effective as of January 1, 2005, and applicable to the Awards granted to each Participant after prior approval of the Committee and by a vote at the 2005 annual meeting of the ENSCO International Incorporated stockholders (the "2005 Annual Meeting") of the owners of at least a majority of the shares of common stock of ENSCO International Incorporated, present in person or by proxy and entitled to vote at the 2005 Annual Meeting. This Plan was assumed by the Company effective as of December 23, 2009. The ENSCO International Incorporated 1998 Incentive Plan (the "1998 Incentive Plan") shall continue to apply to and govern the determination, exercise and payment of options and awards granted under the 1998 Incentive Plan; provided that no options or awards were permitted to be granted under the 1998 Incentive Plan after the 2005 Annual Meeting.

(b) **Purpose .** This Plan has been established to (i) offer selected Employees, including officers, of the Company or its Subsidiaries an equity ownership or related financial interest and opportunity to participate in the growth and financial success of the Company and to accumulate capital for retirement on a competitive basis, (ii) provide the Company an opportunity to attract and retain the best available personnel for positions of substantial responsibility, (iii) create long-term value and encourage equity participation in the Company by eligible Participants by making available to them the benefits of a larger ADS ownership in the Company or related financial interest through share options, restricted share awards, and, effective as of November 3, 2009, performance unit awards, (iv) provide incentives to such Employees by means of market-driven and performance-related incentives to achieve long-term performance goals and measures, and (v) promote the growth and success of the Company's business by aligning the financial interests of Employees with that of the other holders of ADSs. Toward these objectives, this Plan provides for the grant of Options, Restricted ADS Awards, some of which may be Performance Awards, and effective as of November 3, 2009, Performance Unit Awards.

Through this Plan, the Company intends to provide additional benefits to a select group of management or highly compensated employees of the Company and its Subsidiaries. Accordingly, it is intended that this Plan shall not constitute a "qualified plan" subject to the limitations of Section 401(a) of the Code, nor shall it constitute a "funded plan" for purposes of such requirements. It is also intended that this Plan shall be exempt from the participation and vesting requirements of Part 2 of Title I of ERISA, the funding requirements of Part 3 of Title I of ERISA, and the fiduciary requirements of Part 4 of Title I of ERISA by reason of the exclusions afforded plans which are unfunded and maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

Each Participant or Beneficiary shall have the status of an unsecured general creditor of the Company as to this Plan and/or any asset identified specifically by the Company as a reserve for the discharge of its obligations under this Plan.

SECTION 2
DEFINITIONS

For purposes of this Plan, the following terms have the following meanings, unless another definition is clearly indicated by particular usage and context:

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

" **ADR** " shall mean an American depositary receipt which evidences an American depositary share representing a Class A ordinary share in the Company.

" **ADS** " shall mean an American depositary share which represents a Class A ordinary share in the Company and evidenced by an American depositary receipt, as adjusted in accordance with Section 10 (if applicable).

" Award " shall mean any Option, Restricted ADS Award, Performance Award, Performance Unit Award, or any other right, interest or option relating to ADSs whether granted singly, in combination or in tandem, to a Participant pursuant to such applicable terms, conditions, and limitations as the Committee may establish and set forth in the applicable Award Agreement in order to fulfill the objectives of this Plan.

" Award Agreement " shall mean a written agreement between the Company and a Participant who is an Employee setting forth the terms, conditions and limitations applicable to an Award, including any amendments thereto.

" Award Deed " shall mean a deed executed by the Company evidencing the grant of an Award under this Plan.

" Board " shall mean the board of directors of the Company, as duly elected from time to time.

" Change in Control " shall mean, except as provided in the next paragraph, the occurrence of any of the following events: (a) any person or group within the meaning of the U.S. Securities Exchange Act of 1934, as amended, acquired (together with voting securities of the Company held by such person or group) more than 50% of the outstanding voting securities of the Company (whether directly, indirectly, beneficially or of record) pursuant to any transaction or combination of transactions, or (b) the individuals who, on the Effective Date of this Plan, constituted the Board (the "Incumbent Board") cease, for any reason, to constitute at least a majority thereof. For purposes of this provision, a person becoming a Director subsequent to the Effective Date of this Plan whose election or nomination for election by the Company's shareholders was approved by a vote of at least a majority of the Directors comprising the Incumbent Board shall for this purpose be considered as though he or she was a member of the Incumbent Board.

For purposes of each Award granted on or after November 3, 2009, Change in Control shall mean the occurrence of any of the following events: (a) a change in the ownership of the Company, which occurs on the date that any one person, or more than one person acting as a group, acquires ownership of Shares or ADSs that, together with Shares or ADSs held by such person or group, constitutes more than 50% of the total voting power of the Shares or ADSs, or (b) a majority of the members of the Board is replaced during any twelve (12)-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. The determination of whether a Change in Control has occurred shall be determined by the Committee consistent with Section 409A of the Code.

Notwithstanding the foregoing paragraphs, a "Change in Control" of the Company shall not be deemed to have occurred by virtue of the consummation of any transaction or series of related transactions immediately following which the beneficial owners of the voting Shares or ADSs immediately before such transaction or series of transactions continue to have a majority of the direct or indirect ownership in one or more entities which, singly or together, immediately following such transaction or series of transactions, either (a) own all or substantially all of the assets of the Company as constituted immediately prior to such transaction or series of transactions, or (b) are the ultimate parent with direct or indirect ownership of all of the voting Shares or ADSs after such transaction or series of transactions.

The stockholders of ENSCO International Incorporated approved and adopted at the Special Meeting of Stockholders on December 22, 2009 the "Agreement and Plan of Merger and Reorganization," by and between ENSCO International Incorporated and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of ENSCO International Incorporated, pursuant to which Ensco Mergeco merged with and into ENSCO International Incorporated (the "2009 Merger"), with ENSCO International Incorporated surviving the 2009 Merger as a wholly-owned subsidiary of Ensco Cayman which is a wholly-owned subsidiary of the Company (the "2009 Reorganization"). Specifically, the 2009 Reorganization shall not constitute a Change in Control of ENSCO International Incorporated.

" Code " shall mean the U.S. Internal Revenue Code of 1986, as amended, and any successor statute. Reference in this Plan to any section of the Code shall be deemed to include any amendments or successor provisions to such section and any regulations promulgated under such section by the U.S. Department of Treasury.

" Committee " shall mean 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.

" Company " shall mean Ensco International plc, a public limited company incorporated under the laws of England and Wales, or any successor thereto.

" Covered Employee " shall mean, effective January 1, 2007, an Employee who would be subject to Section 162(m) of the Code such that on the last day of the taxable year, the Employee (a) is the principal executive officer of the Company (or is acting in such capacity), or (b) if the total compensation of such Employee for that taxable year is required to be reported to shareholders of the Company under the Exchange Act by reason of such Employee being among the three highest compensated officers of the Company for that taxable year (other than the principal executive officer or the principal financial officer of the Company) as determined pursuant to the executive compensation disclosure rules under the Exchange Act contained in Item 402 of Regulation S-K, as amended by the U.S. Securities and Exchange Commission on September 8, 2006.

" Date of Grant " shall mean, in relation to any Award granted on or after December 23, 2009, the date on which the Committee resolves to grant an Award to a Participant and the Award is granted by way of an Award Deed. In relation to any Awards granted prior to December 23, 2009, "Date of Grant" shall mean the date on which the Committee resolves to grant an Award to a Participant.

" Director " shall mean a member of the Board.

" Disinterested Director " shall mean a member of the Board who is (a) a Non-Employee Director, if required by the Charter of the Committee, (b) an Outside Director, and (c) "independent" within the meaning of the applicable rules and regulations of the U.S. Securities and Exchange Commission and the New York Stock Exchange (or, in each case, any successor provision or term).

" Effective Date " shall mean January 1, 2005.

" Employee " shall include every individual performing Services for the Company or its Subsidiaries if the relationship between such individual and the Company or its Subsidiaries is the legal relationship of employer and employee. This definition of "Employee" is qualified in its entirety and is subject to the definition set forth in Section 3401(c) of the Code.

" ERISA " shall mean the U.S. Employee Retirement Income Security Act of 1974, as amended, and any successor statute. Reference in this Plan to any section of ERISA shall be deemed to include any amendments or successor provisions to such section and any regulations promulgated under such section by the U.S. Department of Labor.

" Employee Taxes " shall mean, effective May 31, 2006, any federal, state, local income taxes and/or other taxes imposed by the Host Country and/or country of the Participant's residence.

" Exchange Act " shall mean the U.S. Securities Exchange Act of 1934, as amended, and as interpreted by the rules and regulations promulgated thereunder.

" Exercise Price " shall mean the amount for which one ADS may be purchased upon exercise of an Option, as specified by the Committee in the applicable Option Agreement, but in no event less than the Fair Market Value of an ADS on the Date of Grant of the Option.

" Fair Market Value " shall mean, effective December 26, 2006, the closing market price per ADS at which the securities are traded on the New York Stock Exchange or, if not traded on the New York Stock Exchange, such other principal U.S. market for such securities as may be applicable on the Date of Grant or such other date of determination. If at any time the securities are not traded on the New York Stock Exchange or another principal U.S. market, the fair market value per ADS of the securities on the Date of Grant or such other date of determination shall be determined in good faith by the Committee by the reasonable application by the Committee of a reasonable valuation method in accordance with the U.S. Treasury regulations under Section 409A of the Code.

" Host Country " shall mean, effective May 31, 2006, the country or residence of the Company or its Subsidiary which has the legal relationship of employer and employee with the Employee.

" ISO " shall mean an Option which is granted to an individual, is designated in the Option Agreement to be an ISO, and which meets the requirements of Section 422(b) of the Code, pursuant to which the Optionee has no tax consequences resulting from the grant or, subject to certain holding period requirements, exercise of the option and, if those holding period requirements are satisfied, the employer is not entitled to a business expense deduction with respect thereto.

" NSO " shall mean an Option not intended to be or which does not qualify as an ISO.

" Non-Employee Director " shall mean a Director of the Company who either (a) is not an Employee or Officer, does not receive compensation (directly or indirectly) from the Company or a Subsidiary in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K), does not possess an interest in any other transaction as to which disclosure would be required under Item 404(a) of Regulation S-K and is not engaged in a business relationship as to which disclosure would be required under Item 404(b) of Regulation S-K, or (b) is otherwise considered a "non-employee director" for purposes of Rule 16b-3.

" Normal Retirement Age " shall mean with respect to a Participant who is an Officer or Employee the later of (a) his or her 65 th birthday, or (b) the date a Participant has credit for a "period of service" under the ENSCO Savings Plan of at least twenty (20) years, considering for purposes of this Plan (i) with respect to any Participant hired before the Effective Date, any other prior service recognized previously by the Company as of his or her date of hire by the Company or any Subsidiary, and (ii) with respect to any Participant hired after the Effective Date, any other prior service recognized by the Committee. The Committee, in its discretion, may consider such a Participant whose employment terminates after his or her 62 nd birthday but prior to satisfying the requirements specified in the preceding sentence to have retired on or after his or her Normal Retirement Age.

" Officer " shall mean a person who is an "officer" of the Company or any Subsidiary within the meaning of Section 16 of the Exchange Act (whether or not the Company is subject to the requirements of the Exchange Act).

" Option " shall mean either an ISO or NSO, as the context requires, granted pursuant to Section 6 .

" Option Agreement " shall mean the agreement executed between the Company and an Optionee that contains the terms, conditions and restrictions pertaining to the granting of an Option, including any amendments thereto.

" Optionee " shall mean a Participant who holds an Option.

" Outside Director " shall mean a Director of the Company who either (a) is not a current employee of the Company or an "affiliated corporation" (within the meaning of the U.S. Treasury regulations promulgated under Section 162(m) of the Code), is not a former employee of the Company or an "affiliated corporation" receiving compensation for prior services (other than benefits under a tax-qualified pension plan), has not been an officer of the Company or an "affiliated corporation" at any time and is not currently receiving (within the meaning of the U.S. Treasury regulations promulgated under Section 162(m) of the Code) direct or indirect remuneration from the Company or an "affiliated corporation" for services in any capacity other than as a Director, or (b) is otherwise considered an "outside director" for purposes of Section 162 (m) of the Code.

" Participants " shall mean those individuals described in Section 1 selected by the Committee who are eligible under Section 4 for grants of Awards.

" Performance Awards " shall mean a Restricted ADS Award granted to a Participant who is an Employee that becomes vested and earned solely on account of the attainment of a specified performance target in relation to one or more Performance Goals, and which is subject to such applicable terms, conditions, and limitations as the Committee may establish and set forth in the applicable Award Agreement in order to fulfill the objectives of this Plan.

" Performance Goals " shall mean, with respect to any Performance Award or Performance Unit Award, the business criteria (and related factors) selected by the Committee to measure the level of performance of the Company during the Performance Period, in each case, prepared on the same basis as the financial statements published for financial reporting purposes, except as adjusted pursuant to Section 7(h)(iv) or Section 8(g)(i) . The Committee may select as the Performance Goal for a Performance Period any one or combination of the following Company measures, as interpreted and defined by the Committee, which measures (to the extent applicable) will be determined in accordance with U.S. GAAP:

(a) Net income as a percentage of revenue;

(b) Earnings per share;

(c) Return on net assets employed before interest and taxes (RONAEBIT);

(d) Operating margin as a percentage of revenue;

(e) Safety performance relative to industry standards and the Company annual target;

(f) Strategic team goals;

(g) Net operating profit after taxes;

(h) Net operating profit after taxes per share;

(i) Return on invested capital;

(j) Return on assets or net assets;

(k) Total shareholder return;

(l) Relative total shareholder return (as compared with a peer group of the Company);

(m) For Performance Awards and Performance Unit Awards granted on or after November 3, 2009, absolute return on capital employed;

(n) For Performance Awards and Performance Unit Awards granted on or after November 3, 2009, relative return on capital employed (as compared with a peer group of the Company);

(o) Earnings before income taxes;

(p) Net income;

(q) Free cash flow;

(r) Free cash flow per share;

(s) Revenue (or any component thereof);

(t) Revenue growth; or

(u) If applicable, any other performance objective approved by the Shareholders or holders of ADSs, in accordance with Section 162(m) of the Code.

As of the Effective Date, the Committee determined to determine the vesting and earning of Performance Awards on the attainment of a specific performance target in relation to one or more of the six Performance Goals listed above in paragraphs (a)-(f). As of November 3, 2009, the Committee has determined to determine the vesting and earning of Performance Unit Awards on the attainment of a specific performance target in relation to the three Performance Goals listed above in paragraphs (l)-(n).

“ Performance Period ” shall mean that period established by the Committee at the time any Performance Award or Performance Unit Award is granted or, except in the case of any grant to a Covered Employee, at any time thereafter, during which any Performance Goals specified by the Committee with respect to such Award are to be measured.

" Performance Unit Award " shall mean an Award payable in ADSs granted to a Participant who is an Employee that is paid solely on account of the attainment of a specified performance target in relation to one or more Performance Goals, and which is subject to such applicable terms, conditions, and limitations as the Committee may establish and set forth in the applicable Award Agreement in order to fulfill the objectives of this Plan.

" Permanent and Total Disability " shall mean that an individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. An individual shall not be considered to suffer from Permanent and Total Disability unless such individual furnishes proof of the existence thereof in such form and manner, and at such times, as the Committee may reasonably require.

" Plan " shall mean this Ensco International Incorporated 2005 Long-Term Incentive Plan (As Amended and Restated on December 22, 2009 and As Assumed by Ensco International plc as of December 23, 2009), as amended from time to time.

" Plan Maximum " shall have that meaning set forth in Section 5(a) .

" Plan Schedule " shall mean a schedule that constitutes a part of this Plan and details certain particulars with respect to this Plan and Performance Awards and Performance Unit Awards hereunder for one or more Performance Periods, including the relative Performance Goals, specific performance factors and targets related to these Performance Goals, award criteria, and the targeted amounts of each Performance Award and Performance Unit Award granted to a Participant. Each Plan Schedule shall be adopted by the Committee or shall be prepared by the appropriate officers of the Company based on resolutions, minutes or consents adopted by the Committee. There may be more than one Plan Schedule under this Plan. Each Plan Schedule is incorporated herein by reference and thereby made a part of this Plan, and references herein to this Plan shall include the Plan Schedule.

" Qualifying ADSs " shall mean ADSs which either (a) have been owned by the Optionee for more than six (6) months and have been "paid for" within the meaning of Rule 144 promulgated under the U.S. Securities Act of 1933, as amended, or (b) were obtained by the Optionee in the public market.

" Regulation S-K " shall mean Regulation S-K promulgated under the U.S. Securities Act of 1933, as it may be amended from time to time, and any successor to Regulation S-K. Reference in this Plan to any item of Regulation S-K shall be deemed to include any amendments or successor provisions to such item.

" Restricted ADS " shall have the meaning set forth in Section 7(a) .

" Restricted ADS Award " shall mean a grant of Restricted ADSs, subject to any vesting restrictions that the Committee, in its discretion, may impose.

" Retirement " shall mean an Employee's separation from Service with the Company and all Subsidiaries for a reason other than Cause on or after attaining Normal Retirement Age.

" Rule 16b-3 " shall mean Rule 16b-3 promulgated under the Exchange Act and any successor to Rule 16b-3.

" Services " shall mean services rendered to the Company or any of its Subsidiaries as an Employee. In order for a Participant's Services to be considered to have terminated for purposes of Section 10(c) and Section 14(b) , such Retirement or other termination of employment must constitute a "separation from service" within the meaning of U.S. Treasury Regulation §1.409A-1(h)(1).

" Share " shall mean a Class A ordinary share of the Company, nominal value US$0.10 per Share.

" Specified Employee " shall mean an Employee for each twelve (12)-consecutive month period that begins on any April 1 st and immediately follows a calendar year during which such Employee was, at any time during that calendar year:

(a) an officer of the Company or any Subsidiary having annual compensation greater than $150,000 (as adjusted under Section 416(i)(1) of the Code);

(b) a more than five-percent owner of the Company or any Subsidiary; or

(c) a more than one-percent owner of the Company or any Subsidiary having annual compensation from the Company and all Subsidiaries of more than $150,000.

For this purpose, "annual compensation" shall mean annual compensation as defined in Section 415(c)(3) of the Code, which includes amounts contributed by the Company and all Subsidiaries pursuant to a salary reduction agreement which are excludable from the Participant's gross income under Section 125, 402(e)(3), 402(h)(1)(B), 408(p)(2)(A)(i), 457 or 403(b) of the Code, and elective amounts that are not includible in the gross income of the Participant by reason of Section 132(f)(4) of the Code. For this purpose, no more than 50 Employees (or, if lesser, the greater of three or ten percent of the Employees) shall be treated as officers. The constructive ownership rules of Section 318 of the Code (or the principles of that section, in the case of an unincorporated Subsidiary) shall apply to determine ownership in each Subsidiary.

" Subsidiary " shall mean (a) for purposes of Awards other than Performance Unit Awards, 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, and (b) for purposes of Performance Unit Awards, a corporation that is a member of a controlled group of corporations (as defined in Section 414(b) of the Code) which includes the Company, any trade or business (whether or not incorporated) which are in common control (as defined in Section 414(c) of the Code) with the Company, or any entity that is a member of the same affiliated service group (as defined in Section 414(m) of the Code) as the Company. For

purposes of the definition of Employee, Subsidiary shall mean a subsidiary within the meaning of Section 1159 of the Act.

" Tax Equalization " or **" Hypothetical Tax "** shall mean, effective May 31, 2006, 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.

" Ten-Percent Holder " shall mean a person that owns more than ten percent (10%) of the total combined voting power of all classes of outstanding ADSs of the Company or any of its Subsidiaries, taking into account the attribution rules set forth in Section 424 of the Code. For purposes of this definition of "Ten-Percent Holder," the term "outstanding share" shall include all shares (including Shares represented by ADSs) actually issued and outstanding immediately after the grant of an Option to an Optionee. "Outstanding share" shall not include reacquired shares or shares authorized for issuance under outstanding Options held by the Optionee or by any other person.

" U.S. GAAP " shall mean generally accepted accounting principles in the U.S.

SECTION 3
ADMINISTRATION

(a) **General Administration .** This Plan shall be administered by the Committee.

(b) **Authority of Committee .** The Committee shall administer this Plan so as to comply at all times with the Exchange Act (if applicable) and, subject to the Code and the Act, shall otherwise have sole and absolute and final authority to interpret this Plan and to make all determinations specified in or permitted by this Plan or deemed necessary or desirable for its administration or for the conduct of the Committee's business, including, without limitation, the authority to take the following actions:

(i) To interpret and administer this Plan and to apply its provisions;

(ii) To adopt, amend or rescind rules, procedures and forms relating to this Plan;

(iii) To authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of this Plan;

(iv) Unless otherwise specified by the terms of this Plan, to determine when Awards are to be granted under this Plan;

(v) Unless otherwise specified by the terms of this Plan, to select the Employees and Participants to whom Awards may be awarded from time to time;

(vi) Unless otherwise specified by the terms of this Plan, to determine the type or types of Award to be granted to each Participant hereunder;

(vii) Unless otherwise specified by the terms of this Plan, to determine (A) the number of ADSs to be made subject to each Award other than a Performance Unit Award, and (B) the potential value to be made subject to each Performance Unit Award;

(viii) To determine the Fair Market Value of the ADSs and the exercise price per ADS of Awards to be granted;

(ix) Unless otherwise specified by the terms of this Plan, to prescribe the terms, conditions and restrictions, not inconsistent with the provisions of this Plan, of any Award granted hereunder and, with the consent of the Participants, modify or amend each Award;

(x) To determine whether, to what extent, and under what circumstances Awards may be reduced, canceled or suspended;

(xi) To amend or modify (A) any outstanding Performance Awards, in its discretion, in accordance with Section 7(h)(iv) , and (B) any outstanding Performance Unit Awards, in its discretion in accordance, with Section 8(g)(i) ;

(xii) To establish procedures for an Optionee (A) to have withheld from the total number of ADSs to be acquired upon the exercise of an Option that number of ADSs having a Fair Market Value, which, together with such cash as shall be paid in respect of a fractional ADS, shall equal the Exercise Price, and (B) to exercise a portion of an Option by delivering that number of Qualifying ADSs having a Fair Market Value which shall equal the Exercise Price;

(xiii) Effective May 31, 2006, to establish procedures whereby a number of ADSs may be withheld from the total number of ADSs to be issued upon exercise of an Option, or surrendered by a Participant in connection with the exercise of an Option, or the vesting of any Restricted ADS Award, or the settlement of any Performance Unit Award, to meet the obligation of the Company or any of its Subsidiaries with respect to withholding of Host Country or country of the Participant's residence or citizenship, if applicable, Employee Taxes incurred by the Participant upon such exercise, surrender, vesting or settlement or to meet the obligation of the Participant, if any, to the Company or any of its Subsidiaries under the Company's Tax Equalization or Hypothetical Tax policies or specific agreements relating thereto;

(xiv) To establish and interpret Performance Goals and the specific performance factors and targets in relation to the Performance Goals in connection with any grant of Performance Awards or Performance Unit Awards; provided that in any case, the Performance Goals may be based on either a single period or cumulative results, aggregate or per-share data or results computed independently or with respect to a peer group;

(xv) Evaluate the level of performance over a Performance Period and certify the level of performance attained with respect to Performance Goals and specific performance factors and targets related to Performance Goals;

(xvi) Waive or amend any terms, conditions, restriction or limitation on an Award, except that the prohibition on the repricing of Options, as described in Section 6(h) , may not be waived;

(xvii) Make any adjustments to this Plan (including but not limited to adjustment of the number of ADSs available under this Plan or any Award) and any Award granted under this Plan, as may be appropriate pursuant to Section 10 ;

(xviii) Notwithstanding the provisions of Section 14(b) , to issue Awards of Options and Restricted ADSs, or either of them, which, in the Committee's discretion, (A) for Awards granted after December 25, 2006, will not be subject to accelerated vesting and, as respects Options, may not remain exercisable for the entire Option Term upon retirement by a Participant on or after his or her Normal Retirement Age, and/or (B) for Awards granted after May 20, 2008 with respect to any Participants who will attain Normal Retirement Age within a specified period of time following the Date of Grant, will be subject to accelerated vesting upon a specified deferred date following the achievement of Normal Retirement Age and, as respects Options, may remain exercisable for all or a portion of the entire Option Term upon that specified deferred date following achievement of Normal Retirement Age, all as shall be determined by the Committee and stated in the Award;

(xix) Notwithstanding the provisions of Sections 14(b), (c) and (d) , to issue Performance Unit Awards which, in the Committee's discretion, (A) will not be subject to automatic accelerated vesting and interpretation upon Retirement by a Participant as if the specific targets related to his or her Performance Unit Award have been achieved to a level of performance as of the date of his or her Retirement that would cause all (100%) of the targeted amount under the Performance Unit Award to become payable, and/or (B) for Performance Unit Awards with respect to any Participants who will attain Normal Retirement Age within a specified period of time following the Date of Grant, will be subject to accelerated vesting and interpretation described in clause (A) upon a specified deferred date following the achievement of Normal Retirement Age, all as shall be determined by the Committee and stated in the Performance Unit Award;

(xx) Notwithstanding the provisions of Section 10(c) , to issue Awards of Restricted ADSs after March 31, 2008, which, in the Committee's discretion, will not be subject to automatic waiver of the remaining restrictions and accelerated vesting if the employment of the Participant is terminated for certain reasons specified in Section 10(c) within the two-year period following a Change in Control of the Company, as shall be determined by the Committee and stated in the Award;

(xxi) Notwithstanding the provisions of Section 10(c) , to issue Performance Unit Awards which, in the Committee's discretion, will not be subject to automatic accelerated vesting and interpretation upon the date the Services of the Participant terminates for certain reasons specified in Section 10(c) within the two-year period following a Change in Control of the Company as if the specific targets related to his or her Performance Unit Award have been achieved to a level of performance as of the date his or her Services terminates that would cause all (100%) of the targeted amount under the Performance Unit Award to become payable, as shall be determined by the Committee and stated in the Performance Unit Award; and

(xxii) Appoint such agents as it shall deem appropriate for proper administration of this Plan; and

(xxiii) To enter into arrangements with the trustee of any employee benefit trust established by the Company or any of its Subsidiaries to facilitate the administration of Awards under this Plan; and

(xxiv) To take any other actions deemed necessary or advisable for the administration of this Plan.

The Committee may, in its sole and absolute discretion, and subject to the provisions of this Plan, from time to time delegate any or all of its authority to administer this Plan to any other persons or committee as it deems necessary or appropriate for the proper administration of this Plan, except that no such delegation shall be made in the case of Awards intended to be qualified under Section 162(m) of the Code or Awards held by Employees who are subject to the reporting requirements of Section 16(a) of the Exchange Act. All interpretations and determinations of the Committee made with respect to the granting of Awards shall be final, conclusive and binding on all interested parties. The Committee may make grants of Awards on an individual or group basis.

(c) **Employment of Advisors .** The Committee may employ attorneys, consultants, accountants, and other advisors, and the Committee, the Company and the officers and directors of the Company may rely upon the advice, opinions or valuations of the advisors employed.

(d) **Limitation of Liability/Rights of Indemnification .**

(i) To the fullest extent permitted by applicable law and subject to Subsection (d)(ii) below, no member of the Committee or any person acting as a delegate of the Committee with respect to this Plan shall be liable for any action that is taken or is omitted to be taken or for any losses resulting from any action, interpretation, construction or omission made in good faith with respect to this Plan or any Award granted under this Plan. In addition to such other rights of indemnification as they may have as directors, to the fullest extent permitted by applicable law and subject to Subsection (d)(iii) below, members of the Committee shall be indemnified by the Company against any reasonable expenses, including attorneys' fees actually and necessarily incurred, which they or any of them may

incur by reason of any action taken or failure to act under or in connection with this Plan or any Option or other Award granted thereunder, and against all amounts paid by them in settlement of any claim related thereto (provided such settlement is approved by independent legal counsel selected by the Company), or paid by them in satisfaction of a judgment in any such action, suit or proceeding that such director or Committee member is liable for negligence or misconduct in the performance of his or her duties; provided that within sixty (60) days after institution of any such action, suit or proceeding a director or Committee member shall in writing offer the Company the opportunity, at its own expense, to handle the defense of the same.

(ii) Nothing in this Section 3 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.

(iii) Notwithstanding any provision in this Plan to the contrary, 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 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 is convicted;

(2) in defending any civil proceedings brought by the Company or an Associated Company in which judgment is given against him; 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.

(iv) For the purpose of this Section 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.

(e) **Holding Period .** The Committee may in its sole discretion require as a condition to the granting of any Award, that a Participant hold the Award for a period of six (6) months following the date of such acquisition. This condition shall be satisfied with respect to a derivative security (as defined in Rule 16a-1(c) under the Exchange Act) if at least six (6) months elapse from the date of acquisition of the derivative security to the date of disposition of the derivative security (other than upon exercise or conversion) or its underlying equity security.

SECTION 4
ELIGIBILITY

(a) **General Rule .** Subject to the limitations set forth in Subsection (b) below or elsewhere in this Plan, Employees shall be eligible to participate in this Plan. A Participant may be granted more than one Award under this Plan, and Awards may be granted at any time or times during the term of this Plan. The grant of an Award to an Employee shall not be deemed either to entitle that individual to, or to disqualify that individual from, participation in any other grant of Awards under this Plan. Awards may also be granted under an Annex to the Plan. Non-Employee Directors are not eligible to be granted Awards under the main rules of the Plan, and shall only be eligible to participate in Awards granted under an Annex to the Plan.

(b) **Non-Employee Ineligible for ISOs .** In no event shall an ISO be granted to any individual who is not an Employee on the Date of Grant.

SECTION 5
ADSs SUBJECT TO PLAN

(a) **Basic Limitation .** ADSs offered or subject to Awards granted under this Plan, or issued in settlement of Performance Unit Awards granted under this Plan, may be authorized but unissued ADSs, including any 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 this Plan. Subject to adjustment pursuant to Section 10 , the aggregate number of ADSs that are available for issuance under this Plan shall not exceed ten million (10,000,000) ADSs (the "Plan Maximum"). Effective November 4, 2008, as approved by a vote at the 2009 annual meeting of the ENSCO International Incorporated stockholders (the "2009 Annual Meeting") of the owners of at least a majority of the shares of common stock of ENSCO International Incorporated, present in person or by proxy and entitled to vote at the 2009 Annual Meeting, (i) Restricted ADS Awards, all of which can be issued as Performance Awards, and Performance Unit Awards on no more than six million (6,000,000) ADSs, and (ii) Options on no more than the number of ADSs equal to the difference between the Plan Maximum and the actual aggregate number of ADSs issued as Restricted ADS Awards and in settlement of Performance Unit Awards and, in each case, subject to adjustment pursuant to Section 10 of this Plan, may be issued under this Plan. The Committee shall not issue more ADSs than are available for issuance under this Plan. The number of ADSs that are subject to unexercised Options at any time under this Plan shall not exceed the number of ADSs that remain available for issuance under this Plan. The Company, during the term of this Plan, shall at all times reserve and keep available sufficient ADSs to

satisfy the requirements of this Plan. ADSs shall be deemed to have been issued under this Plan only to the extent actually issued and delivered pursuant to an Award; provided, however, in no event shall any ADSs that have been subject to Options or Restricted ADS Awards be returned to the number of ADSs available under this Plan Maximum for distribution in connection with the same type of future Awards by reason of such ADSs (i) being withheld, if permitted under Section 3(b)(xii) and Section 6(f)(ii) , from the total number of ADSs to be issued upon the exercise of Options as payment of the Exercise Price of such Options, or (ii) being withheld, if permitted under Section 3(b)(xiii) and Section 9(b) , from the total number of ADSs to be issued upon the exercise of Options, the vesting of any Restricted ADS Awards or the settlement of any Performance Unit Awards to meet the withholding obligations related to such exercises, vesting and settlement. Nothing in this Section 5(a) shall impair the right of the Company to reduce the number of outstanding ADSs pursuant to repurchases, redemptions, or otherwise; provided, however, that no reduction in the number of outstanding ADSs shall (i) impair the validity of any outstanding Award, whether or not that Award is fully vested, exercisable, or earned and payable or (ii) impair the status of any ADSs previously issued pursuant to an Award as duly authorized, validly issued, fully paid, and nonassessable. The ADSs to be delivered under this Plan shall be made available from (a) authorized but unissued ADSs, including any ADSs held in reserve by any Subsidiary or (b) ADSs forfeited under this Plan that are held in an employee benefit trust, in each situation as the Committee may determine from time to time in its sole discretion.

(b) **Additional ADSs .** In the event any ADSs that have been subject to issuance upon exercise of an Option cease to be subject to such Option, or if any ADSs that are subject to a Restricted ADS Award or Performance Award are forfeited or any such Award terminates, such ADSs to the extent of such forfeiture or termination (including ADSs that have been acquired by the trustees of any employee benefit trust established in connection with this Plan pursuant to forfeiture of an Award), shall again be available for distribution in connection with the same type of future Awards under this Plan and the re-issuance of such ADSs shall not be counted for purposes of computing the number of ADSs that may be granted in connection with the same type of Award under this Plan. For this purpose, Restricted ADS Awards and Performance Unit Awards are considered to be the same type of Award.

SECTION 6
TERMS AND CONDITIONS OF OPTIONS

(a) **Form of Option Grant .** Each Option granted under this Plan shall be evidenced by an Award Deed and shall comply with and be subject to the terms and conditions of this Plan. In addition, the Participant must enter into an Option Agreement in such form (which need not be the same for each Participant) as the Committee shall from time to time approve. If an ISO and an NSO are granted to the same Optionee at the same time, the form of each Option will be clearly identified, and they will be deemed to have been granted in separate grants. In no event will the exercise of one Option affect the right to exercise the other Option.

(b) **Date of Grant .** The Date of Grant of an Option shall be as defined in Section 2 . The Committee makes the determination to grant such Options unless otherwise specified by the Committee or the terms of this Plan. The applicable Award Deed and Option Agreement shall be delivered to the Participant within a reasonable time after the granting of the Option.

(c) **Term of Option .** The term of each Option shall be such term as may be determined by the Committee, but (except in the limited circumstance specified in Section 14(e)) such term shall not exceed seven (7) years (or five (5) years in the case of an ISO granted to a Participant who is a Ten-Percent Holder on the Date of Grant).

(d) **Vesting of Options .** Unless otherwise provided in the applicable Option Agreement or this Section 6(d) , each Option granted pursuant to this Plan shall vest at the rate of 25% per year, on each anniversary of the Date of Grant, until such Option is fully vested.

(e) **Termination of an Option** . All Options shall terminate upon their expiration, their surrender, upon breach by the Optionee of any provisions of the Option, or in accordance with any other rules and procedures incorporated into the terms and conditions governing the Options as the Committee shall deem advisable or appropriate.

(f) **Exercise Price and Method of Payment .**

(i) **Exercise Price .** The Exercise Price shall be such price as is determined by the Committee in its sole discretion and set forth in the Option Agreement; provided, however, that the Exercise Price shall not be less than 100% of the Fair Market Value of the ADSs subject to such Option on the Date of Grant (or 110% in the case of an ISO granted to a Participant who is a Ten-Percent Holder on the Date of Grant).

(ii) **Payment for ADSs .** Payment for the ADSs upon exercise of an Option shall be made in cash, by check acceptable to the Company or by any other method of payment as may be permitted under applicable law and authorized under Section 3(b) and stated in the Option Agreement (at the Date of Grant with respect to any Option granted as an ISO).

(g) **Exercise of Option .**

(i) Any Option granted hereunder shall be exercisable at such times and under such conditions as shall be determined by the Committee, including without limitation Performance Goals, and in accordance with the terms of this Plan.

(ii) An Option may not be exercised for a fraction of an ADS.

(iii) An Option shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Option Agreement by the Optionee and full payment for the ADSs with respect to which the Option is exercised has been received by the Company or its designee. Full payment may, as authorized by the Committee, consist of any form of consideration and method of payment allowable under Section 6(f)(ii) . Upon receipt of notice of exercise and full payment for the ADSs, the ADSs shall be deemed to have been issued and the Optionee shall be entitled to receive such ADSs and shall have the rights of a holder of an ADS, and the ADS shall be considered fully paid and nonassessable. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Participant is recorded as holder of the ADS, except as provided in Section 10 .

(iv) Each exercise of an Option shall reduce, by an equal number, the total number of ADSs that may thereafter be purchased under such Option.

(h) **Restriction on Repricing .** The Exercise Price of outstanding Options may not be altered or amended, except with respect to adjustments for changes in capitalization as provided in Section 10(a) . Within the limitations of this Plan, the Committee may otherwise modify outstanding Options; provided that no modification of an Option shall, without the consent of the Optionee, alter or impair the Optionee's rights or obligations under such Option.

(i) **Restrictions on Transfer of ADSs .** Any ADSs issued upon exercise of an Option shall be subject to such rights of repurchase and other transfer restrictions as the Committee may determine in its sole discretion. Such restrictions shall be set forth in the applicable Option Agreement.

(j) **Special Limitation on ISOs .** To the extent that the aggregate Fair Market Value (determined on the Date of Grant) of the ADSs with respect to which ISOs are exercisable for the first time by an individual during any calendar year under this Plan, and under all other plans maintained by the Company, exceeds $100,000, such Options shall be treated as Options that are not ISOs.

(k) **Leaves of Absence .** Leaves of Absence approved by the Company which conform to the policies of the Company shall not be considered termination of employment if the employer-employee relationship as defined under the Code or the regulations promulgated thereunder otherwise exists.

(l) **Limitation on Grants of Options to Covered Employees .** The total number of ADSs for which Options may be granted and which may be awarded as Restricted ADSs to any Covered Employee during any one (1) year period shall not exceed fifteen percent (15%) of this Plan Maximum in the aggregate. The limitation set forth in the preceding sentence shall be applied in a manner which will permit compensation generated under this Plan, where appropriate and intended, to constitute "performance-based compensation" for purposes of Section 162(m) of the Code, including counting against such maximum number of ADSs, to the extent required under Section 162(m) of the Code and applicable interpretive authority thereunder, any ADSs subject to Options or other Awards that are canceled or repriced.

(m) **Disqualifying Disposition .** The Option Agreement evidencing any ISO granted under this Plan shall provide that if the Optionee makes a disposition, within the meaning of Section 424(c) of the Code, of any ADS or ADSs issued to him or her pursuant to the exercise of the ISO within the two-(2) year period commencing on the day after the Date of Grant of such Option or within the one-(1) year period commencing on the day after the date of transfer of the ADS or ADSs to him or her pursuant to the exercise of such Option, he or she shall, within ten (10) days of such disposition, notify the Company thereof and immediately deliver to the Company any amount of Employee Taxes required by law to be withheld.

(n) **Acquisitions and Other Transactions .** Notwithstanding the provisions of Section 10(c) , in the case of an Option issued or assumed pursuant to Section 10(c) , the exercise price and number of ADSs for the Option shall be determined in accordance with the principles

of Section 424(a) of the Code. The Committee may, from time to time, assume outstanding options granted by another entity, whether in connection with an acquisition of such other entity or otherwise, by either (i) granting an Option under this Plan in replacement of or in substitution for the option assumed by the Company, or (ii) treating the assumed option as if it had been granted under this Plan if the terms of such assumed option could be applied to an Option granted under this Plan. Such assumption shall be permissible if the holder of the assumed option would have been eligible to be granted an Option hereunder if the other entity had applied the rules of this Plan to such grant. The Committee also may grant Options under this Plan in settlement of or substitution for, outstanding options or obligations to grant future options in connection with the Company or a Subsidiary acquiring another entity, an interest in another entity or an additional interest in a Subsidiary whether by merger, share purchase, asset purchase or other form of transaction.

SECTION 7
RESTRICTED ADS AWARDS

(a) **Authority to Grant Restricted ADS Awards .** The Committee is hereby authorized to grant awards of Restricted ADSs to Participants. The Committee may determine to grant awards of Restricted ADSs as Performance Awards subject to the requirements of Section 7(h) .

(i) Restricted ADSs shall be subject to such terms, conditions and restrictions as the Committee may approve in the form of Award Agreement or otherwise impose (including, without limitation, any limitations on the right to vote in connection with the Restricted ADS or the right to receive any dividend or other right or property), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(ii) The terms, conditions and restrictions of the Restricted ADS Award shall be determined from time to time by the Committee without limitation, except as otherwise provided in this Plan; provided, however, that each grant of a Restricted ADS Award shall require the Participant to remain an Employee of the Company or any of its Subsidiaries for at least six (6) months from the Date of Grant.

(iii) Restricted ADS Awards are ADS bonus awards that may be granted either alone or in addition to other Awards granted under this Plan. The Committee shall determine the nature, length, price and starting and ending dates of any restriction period (the “Restriction Period”) for each Restricted ADS Award, and shall determine the time and/or Performance Goals to be used in the determination of a Restricted ADS Award, the target and maximum amount payable, and the extent to which such Restricted ADS Awards have been earned. Restricted ADS Awards may vary from Participant to Participant and between groups of Participants. A Restricted ADS Award may also be granted in the form of a unit, with no cash consideration for such unit, with one unit entitling a Participant to one ADS upon fulfillment of the vesting restrictions determined by the Committee. A Restricted ADS Award performance factor, if any, shall be based upon the achievement of performance goals by the Company, Subsidiary, or upon such individual performance factors or upon such other criteria as the Committee may deem appropriate. Restriction Periods may overlap and Participants may participate simultaneously

with respect to Restricted ADS Awards that are subject to different Restriction Periods and different time and/or performance factors and criteria. Restricted ADS Awards shall be confirmed by, and be subject to the terms of, an Award Agreement. The terms of such Awards need not be the same with respect to each Participant.

(iv) At the beginning of each Restriction Period, the Committee shall determine for each Restricted ADS Award subject to such Restriction Period, the number of ADSs to be awarded to the Participant at the end of the Restriction Period if and to the extent that the relevant measures of time and/or performance for such Restricted ADS Award are met. Such number of ADSs may be fixed or may vary in accordance with such time and/or performance or other criteria as may be determined by the Committee.

(v) Absent other terms, conditions and restrictions of the Restricted ADS Awards being adopted by the Committee, it is contemplated that annual grants of Restricted ADS Awards shall vest at the rate of twenty percent (20%) per year on anniversary dates of the Date of Grant, and shall be fully vested at the end of five (5) years from the Date of Grant, and that Restricted ADS Awards granted to newly hired Employees shall vest at the rate of ten percent (10%) per year on anniversary dates of the Date of Grant, and shall be fully vested at the end of ten (10) years from the Date of Grant. The Committee may, however, determine to grant Restricted ADS Awards with different rates of vesting than the rates specified in the preceding sentence. The Committee may legend the certificates representing the Restricted ADS Awards to give appropriate notice of the applicable terms, conditions and restrictions thereof, as well as any applicable restrictions under applicable U.S. federal, state or other securities laws, and may deposit such certificates with the Secretary of the Company pending vesting of the Restricted ADS Awards, or may make other arrangements for the Restricted ADSs to be held on behalf of the Participant in order to ensure compliance with the restrictions.

(b) **Nature of Grant .** Any ADS issued to a Participant pursuant to a Restricted ADS Award shall be fully paid up.

(c) **Form of Restricted ADS Award .** Each Restricted ADS Award granted under this Plan shall be evidenced by an Award Deed and shall comply with and be subject to the terms and conditions of this Plan. In addition, the Participant must enter into an Award Agreement in such form (which need not be the same for each Participant) as the Committee shall from time to time approve.

(d) **Date of Grant .** The Date of Grant of a Restricted ADS Award shall be as defined in Section 2 . The Committee makes the determination to grant such Awards unless otherwise specified by the Committee or the terms of this Plan. The applicable Award Deed and Award Agreement shall be delivered to the Participant within a reasonable time after the granting of the Award.

(e) **Term of Restricted ADS Award .** The term of each Restricted ADS Award shall be such term as may be determined by the Committee, but such term shall not exceed ten (10) years.

(f) **Vesting .** On the date or dates the Restriction Period terminates, the applicable number of Restricted ADSs shall vest in the Participant and the Company shall arrange for the transfer to Participant of the number of ADSs that are no longer subject to such restrictions.

(g) **Forfeiture .** Any Restricted ADSs that are forfeited pursuant to the terms and conditions of this Plan and/or the applicable Award Agreement shall be transferred to an employee benefit trust established in connection with this Plan and the Participant may be required to complete certain documents in order to effectuate such transfer.

(h) **Notice of Election Under 83(b) .** No Participant shall exercise the election permitted under Section 83(b) of the Code with respect to any Award without the written approval of the General Counsel of the Company. Each Participant making an election will provide a copy thereof to the Company within thirty (30) days of the filing of such election with the U.S. Internal Revenue Service.

(i) **Performance Awards .** In the case of any Restricted ADS Awards to any person who is or may become a Covered Employee during the Performance Period or before payment of the Award, the Committee may grant Restricted ADSs as Performance Awards that are intended to comply with the requirements of Section 162(m) of the Code, as determined by the Committee, in the amounts and pursuant to the terms and conditions that the Committee may determine and set forth in the Award Agreement, subject to the provisions below:

(i) **Performance Period .** Performance Awards will be awarded in connection with a Performance Period, as determined by the Committee in its discretion; provided, however, that a Performance Period may be no shorter than twelve (12) months.

(ii) **Eligible Participants .** Prior to the commencement of each Performance Period beginning before January 1, 2010, the Committee will determine the Employees who will be eligible to receive a Performance Award with respect to that Performance Period; provided that the Committee may determine the eligibility of any Employee, other than a Covered Employee, after the commencement of the Performance Period. For any Performance Period beginning after December 31, 2009, the Committee may elect to determine the Covered Employees who will be eligible to receive a Performance Award with respect to any such Performance Period that is intended to constitute “performance-based compensation” for purposes of Section 162(m) of the Code after the commencement of that Performance Period as long as the Committee’s determinations are made in writing by not later than ninety (90) days after the commencement of that Performance Period and the outcome is substantially uncertain at the time that the determinations are made. The Committee shall provide an Award Agreement to each Participant who receives a grant of a Performance Award under this Plan as soon as administratively feasible after such Participant receives such Award. An Award Agreement for a Performance Award shall specify the applicable Performance Period, and the Performance Goals, specific performance factors and targets related to the Performance Goals, award criteria, and the targeted amount of his or her Performance Award, as well as any other applicable terms of the Performance Award for which he or she is eligible.

(iii) **Performance Goals; Specific Performance Targets; Award Criteria .**

(A) Prior to the commencement of each Performance Period beginning before January 1, 2010, the Committee shall fix and establish in writing (1) the Performance Goals that will apply to that Performance Period; (2) with respect to Performance Goals, the specific performance factors and targets related to each Participant and, if achieved, the targeted amount of his or her Performance Award; and (3) subject to Subsection (h)(iv) below, the criteria for computing the amount that will be paid with respect to each level of attained performance. The Committee shall also set forth the minimum level of performance, based on objective factors and criteria, that must be attained during the Performance Period before any Performance Goal is deemed to be attained and any Performance Award will be earned and become payable, and the percentage of the Performance Award that will become earned and payable upon attainment of various levels of performance that equal or exceed the minimum required level. For any Performance Period beginning after December 31, 2009, the Committee may elect to determine the Performance Goals and make the other determinations described in the preceding sentences of this Subsection (h)(iii)(A) with respect to each Performance Award awarded for that Performance Period after the commencement of that Performance Period as long as all such required determinations are made by the Committee with respect to any such Performance Award to a Covered Employee that is intended to constitute "performance-based compensation" for purposes of Section 162(m) of the Code by not later than ninety (90) days after the commencement of that Performance Period, and the outcome is substantially uncertain at the time that the required determinations are made. The Committee shall prepare and adopt the Plan Schedule for a particular Performance Period prior to the applicable deadline for that Performance Period specified in this Subsection (h)(iii)A) .

(B) The Committee may, in its discretion, select Performance Goals and specific performance factors and targets that measure the performance of the Company or one or more business units, divisions or Subsidiaries of the Company. The Committee may select Performance Goals and specific performance targets that are absolute or relative to the performance of one or more peer companies or an index of peer companies. Performance Awards awarded to Participants who are not Covered Employees will be based on the Performance Goals and payment formulas that the Committee, in its discretion, may establish for these purposes. These Performance Goals and formulas may be the same as or different than the Performance Goals and formulas that apply to Covered Employees.

(iv) **Adjustments** .

(A) In order to assure the incentive features of this Plan and to avoid distortion in the operation of this Plan, the Committee may make adjustments in the Performance Goals, specific performance factors and targets related to those Performance Goals and award criteria established by it for any Performance Period under this Subsection (h) whether before or after the end of the Performance Period to the extent it deems appropriate in its sole discretion, which shall be conclusive and binding upon all parties concerned, to compensate for or reflect any extraordinary changes which may have occurred during the Performance Period which significantly affect factors that formed part of the basis upon which such Performance Goals, specific performance targets related to those Performance Goals and award criteria were determined. Such changes may include, without limitation, changes in accounting practices, tax,

regulatory or other laws or regulations, or economic changes not in the ordinary course of business cycles. The Committee also reserves the right to adjust Performance Awards to insulate them from the effects of unanticipated, extraordinary, major business developments, e.g., unusual events such as a special asset writedown, sale of a division, etc. The determination of financial performance achieved for any Performance Period may, but need not be, adjusted by the Committee to reflect such extraordinary, major business developments. Any such determination shall not be affected by subsequent adjustments or restatements.

(B) In the event of any change in the outstanding Shares or ADSs by reason of any share dividend or split, recapitalization, merger, consolidation, combination or exchange of Shares or ADSs or other similar corporate change, the Committee shall make such adjustments, if any, that it deems appropriate in the Performance Goals, specific performance factors and targets related to those Performance Goals and award criteria established by it under this Subsection (h) for any Performance Period not then completed; any and all such adjustments to be conclusive and binding upon all parties concerned.

(C) Notwithstanding the foregoing provisions of this Subsection (h)(iv) , with respect to a Performance Award to a Covered Employee that is intended to be "performance-based compensation" for purposes of Section 162(m) of the Code, the Committee shall not have any discretion granted by this Subsection (h)(iv) , to the extent reserving or exercising such discretion would cause any such Performance Award not to qualify for the exemption from the limitation on deductibility imposed by Section 162(m) of the Code that is set forth in Section 162(m)(4)(C) of the Code.

(v) **Payment; Certification .** No Performance Award will vest or be deemed earned and payable with respect to any Covered Employee or other Employee subject to the reporting requirements of Section 16(a) of the Exchange Act until the Committee certifies in writing the level of performance attained for the Performance Period in relation to the applicable Performance Goals. For purposes of this Subsection (h)(v) , approved minutes of the Committee meeting in which the certification is made shall be treated as a written certification. In applying Performance Goals, the Committee may, in its discretion, exclude unusual or infrequently occurring items (including any event listed in Section 10 and the cumulative effect of changes in the law, regulations or accounting rules), and may determine no later than ninety (90) days after the commencement of any applicable Performance Period to exclude other items, each determined in accordance with U.S. GAAP (to the extent applicable) and as identified in the financial statements, notes to the financial statements or discussion and analysis of management.

(vi) **Limitation on Grants of Restricted ADSs to Covered Employees .** The total number of ADSs for which Restricted ADSs may be awarded and which may be granted as Options to any Covered Employee during any one (1) year period shall not exceed fifteen percent (15%) of the Plan Maximum in the aggregate. The limitation set forth in the preceding sentence shall be applied in a manner which will permit compensation generated under this Plan, where appropriate, to constitute "performance-based compensation" for purposes of Section 162(m) of the Code, including counting against such maximum number of ADSs, to the extent required under Section 162(m) of the Code and applicable interpretive authority thereunder, any Restricted ADSs or other Awards that are canceled or repriced.

(vii) **Section 162(m) of the Code .** To the extent that it is the intent of the Company and the Committee that any Performance Awards be "performance-based compensation" for purposes of Section 162(m) of the Code, this Section 7(h) shall be interpreted in a manner that satisfies the applicable requirements of Section 162(m)(4)(C) of the Code and this Plan shall be operated so that the Company may take a full tax deduction for such Performance Awards. If any provision of this Plan or any Performance Award would otherwise frustrate or conflict with this intent, that provision shall be interpreted and deemed amended so as to avoid this conflict and such terms or provisions shall be deemed inoperative to the extent necessary to avoid the conflict with the requirements of Section 162(m) of the Code without invalidating the remaining provisions hereof. With respect to any intended compliance with Section 162(m) of the Code, if this Plan does not contain any provision required to be included herein under Section 162(m) of the Code, such provisions shall be deemed to be incorporated herein with the same force and effect as if such provision had been set out at length herein.

SECTION 8
PERFORMANCE UNIT AWARDS

(a) **Grant of Performance Unit Awards .** The Committee may grant Performance Unit Awards under this Plan payable in the form of ADSs to the eligible Employees determined under Section 4(a) . The Committee shall determine the provisions, terms and conditions of each Performance Unit Award, which need not be identical, including, but not limited to, the applicable Performance Period, and the Performance Goals, specific performance factors and targets related to the Performance Goals, award criteria, and the targeted amount of his or her Performance Unit Award, as well as any other applicable terms of the Performance Unit Award for which he or she is eligible, the Date of Grant, the vesting, and the forfeiture provisions, that are not inconsistent with this Plan subject to the provisions of this Section 8 .

(b) **Form of Performance Unit Award .** Each Performance Unit Award granted under this Plan shall be evidenced by an Award Deed and shall comply with and be subject to the terms and conditions of this Plan. In addition, the Participant must enter into an Award Agreement in such form (which need not be the same for each Participant) as the Committee shall from time to time approve, specifying the other terms and conditions of the Performance Unit Award which are not inconsistent with this Plan, and any provisions that may be necessary to assure that any Performance Unit Award will comply with Section 409A of the Code.

(c) **Grant Criteria** . In determining the amount and value of each Performance Unit Award to be granted, the Committee may take into account the responsibility level, performance, potential, other Performance Unit Awards, and such other considerations with respect to a Participant as it deems appropriate.

(d) **Date of Grant .** The Date of Grant of a Performance Unit Award shall be as defined in Section 2 . The Committee makes the determination to grant such Awards unless otherwise specified by the Committee or the terms of this Plan. The applicable Award Deed and Award Agreement shall be delivered to the Participant within a reasonable time after the granting of the Award.

(e) **Performance Period .** Performance Unit Awards shall be awarded in connection with a Performance Period, as determined by the Committee in its discretion; provided, however, that a Performance Period may be no shorter than twelve (12) months.

(f) **Performance Goals; Specific Performance Targets; Award Criteria** .

(i) The Committee shall fix and establish in writing (A) the Performance Goals that will apply to that Performance Period; (B) with respect to Performance Goals, the specific performance factors and targets related to each Participant and, if achieved, the targeted amount of his or her Performance Unit Award; and (C) subject to Subsection (g)(i) below, the criteria for computing the amount that will be paid with respect to each level of attained performance. The Committee shall also set forth the minimum level of performance, based on objective factors and criteria, that must be attained during the Performance Period before any Performance Goal is deemed to be attained and any Performance Unit Award will be earned and become payable, and the percentage of the Performance Unit Award that will become earned and payable upon attainment of various levels of performance that equal or exceed the minimum required level. The Committee shall prepare and adopt the Plan Schedule for a particular Performance Period.

(ii) The Committee may, in its discretion, select Performance Goals and specific performance factors and targets that measure the performance of the Company or one or more business units, divisions or Subsidiaries of the Company. The Committee may select Performance Goals and specific performance targets that are absolute or relative to the performance of one or more peer companies or an index of peer companies. Performance Unit Awards awarded to Participants will be based on the Performance Goals and payment formulas that the Committee, in its discretion, may establish for these purposes.

(g) **Adjustments** .

(i) In order to assure the incentive features of this Plan and to avoid distortion in the operation of this Plan, the Committee may make adjustments in the Performance Goals, specific performance factors and targets related to those Performance Goals and award criteria established by it for any Performance Period under this Section 8 whether before or after the end of the Performance Period to the extent it deems appropriate in its sole discretion, which shall be conclusive and binding upon all parties concerned, to compensate for or reflect any extraordinary changes which may have occurred during the Performance Period which significantly affect factors that formed part of the basis upon which such Performance Goals, specific performance targets related to those Performance Goals and award criteria were determined. Such changes may include, without limitation, changes in accounting practices, tax, regulatory or other laws or regulations, or economic changes not in the ordinary course of business cycles. The Committee also reserves the right to adjust Performance Unit Awards to insulate them from the effects of unanticipated, extraordinary, major business developments, e.g., unusual events such as a special asset writedown, sale of a division, etc. The determination of financial performance achieved for any Performance Period may, but need not be, adjusted by the Committee to reflect such extraordinary, major business developments. Any such determination shall not be affected by subsequent adjustments or restatements. The Committee also reserves the right to increase or decrease by up to twenty percent (20%) the amount of the Performance Unit Award determined

by the Committee pursuant to Section 8(h) to be payable for the Performance Period to any Participant. The determination of the amount of the increase or decrease, if any, in the amount of any such Participant's Performance Unit Award for the Performance Period shall be determined by the Committee in connection with its determinations under Section 8(h) for the Performance Period.

(ii) In the event of any change in outstanding Shares or ADSs by reason of any share dividend or split, recapitalization, merger, consolidation, combination or exchange of Shares or ADSs or other similar corporate change, the Committee shall make such adjustments, if any, that it deems appropriate in the Performance Goals, specific performance factors and targets related to those Performance Goals and award criteria established by it under this Section 8 for any Performance Period not then completed; any and all such adjustments to be conclusive and binding upon all parties concerned.

(h) **Payment; Certification .** As soon as administratively feasible after the end of each Performance Period, the Committee shall determine whether the Performance Goals applicable to Performance Unit Awards for such Performance Period were satisfied and, if such Performance Goals were satisfied in whole or in part, the amount payable for each Participant granted a Performance Unit Award. Unless otherwise specified by the terms of this Plan, no Performance Unit Award will vest or be deemed earned and payable with respect to any Employee until the Committee certifies in writing the level of performance attained for the Performance Period in relation to the applicable Performance Goals. For purposes of this Subsection (h) , approved minutes of the Committee meeting in which the certification is made shall be treated as a written certification. In applying Performance Goals, the Committee may, in its discretion, exclude unusual or infrequently occurring items (including any event listed in Section 10 and the cumulative effect of changes in the law, regulations or accounting rules), and may determine no later than ninety (90) days after the commencement of any applicable Performance Period to exclude other items, each determined in accordance with U.S. GAAP (to the extent applicable) and as identified in the financial statements, notes to the financial statements or discussion and analysis of management.

(i) **Disqualification of Award .** This Plan is intended to align the interests of Employee and the holders of ADSs. Occasionally unusual circumstances may arise that are not anticipated by this Plan. Should a situation occur where a Participant is deemed to have (A) breached the Company's Code of Business Conduct (Ethics) Policy, (B) materially breached any other policy of the Company, or (C) experienced a significant incident involving a fatal or serious injury to an Employee under the supervision of the Participant or significant damage to the property of the Company and its Subsidiaries or the environment which is caused by the actions or inactions of the Participant or one or more Employees under his or her supervision, the Committee, in its sole discretion, may disqualify the Participant from earning or receiving payment of any Performance Unit Award for a given Performance Period in whole or in part. Participation in future Performance Periods may be considered independent of this decision.

SECTION 9
ISSUANCE OF ADSs; PAYMENT; TAX WITHHOLDING;
NON-U.K. OR U.S. PARTICIPANTS

(a) **Issuance of ADSs .** As a condition to the transfer of any ADSs issued under this Plan, the Company may require an opinion of counsel, satisfactory to the Company, to the effect that such transfer will not be in violation of the U.S. Securities Act of 1933, as amended, or any other applicable securities laws, rules or regulations, or that such transfer has been registered under U.S. federal and all applicable state securities laws and, effective May 31, 2006, other non-U.S. registration laws, rules and regulations the Committee deems applicable and for which, in the opinion of legal counsel for the Company, there is no exemption from the registration requirements of such laws, rules or regulations available for the issuance and sale of such ADSs. The Company may refrain from delivering or transferring ADSs issued under this Plan until the Committee has determined that the Participant has tendered to the Company any and all applicable Employee Taxes owed by the Participant as the result of the receipt of an Award, the vesting of an Award, the exercise of an Option or the disposition of any ADSs issued under this Plan, in the event that the Company reasonably determines that it might have a legal liability to satisfy such Employee Taxes and/or, effective May 31, 2006, any amounts owed to the Company under the Company's Tax Equalization or Hypothetical Tax policies or specific agreements relating thereto. The Company shall not be liable to any person or entity for damages due to any delay in the delivery or issuance of any ADSs for any reason whatsoever.

(b) **Eligibility for Payment for a Performance Unit Award .** Except as provided in Sections 14(a)(iii), (b), (c) and (d) , upon the Committee's written certification in accordance with Section 8(h) that a payment for a Performance Unit Award with respect to a Performance Period is due under this Plan, each Participant who has been granted a Performance Unit Award with respect to such Performance Period and who has remained continuously employed by the Company or a Subsidiary until the last day of such Performance Period shall be entitled to the payment amount applicable to such Participant's Performance Unit Award certified by the Committee for such Performance Period. Payments under this Plan with respect to any such Performance Unit Award shall be made by issuance or transfer of ADSs with an aggregate Fair Market Value (determined as of the date of issuance) equal to the aggregate amount payable. It is intended that payments (including the issuance or transfer of ADSs) under this Plan shall be made as soon as administratively feasible after the end of the Performance Period following written certification by the Committee under Section 8(h) that payment of Performance Unit Awards are due and no later than the December 31 st of the year following the year in which that Performance Period ends in order to ensure that this Plan complies with the specified time of payment requirement of Section 409A(a)(2)(A)(iv) of the Code and U.S. Treasury Regulation §§1.409A-3(a)(4) and (b).

(c) **Tax Withholding .** Awards under this Plan shall be subject to withholding for Employee Taxes required by law. Each Participant shall, no later than the date as of which the value of any Award or any ADSs or other amounts received thereunder first becomes includable in the gross income of such Participant for Employee Taxes, 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, effective May 31, 2006, any amounts owed to the Company under the Company's 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. Subject to approval by the Committee and compliance with applicable law, a Participant may elect to have such withholding obligation satisfied, in whole or in part, by (i) authorizing the Company or its designee to withhold from ADSs to be issued pursuant to any Award, a number of ADSs with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due, or (ii) transferring to the Company or its designee Qualifying ADSs owned by the Participant with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the amount of the Employee Taxes. In addition, withholding for Employee Taxes may be by any method set forth in the applicable Award Agreement.

(d) **Non-U.K. or U.S. Participants** . Without amending this Plan, the Committee may grant Awards after May 30, 2006 to eligible persons who are performing Services in jurisdictions other than the United Kingdom or the United States on such terms and conditions different from those specified in this Plan as may, in the judgment of the Committee, be necessary or desirable to foster and promote achievement of the purposes of this Plan and, in furtherance of such purposes, the Committee may make such modifications, amendments, procedures, subplans and the like as may be necessary or advisable to comply with the provisions of laws and regulations in other countries or jurisdictions in which the Company or its Subsidiaries operate.

SECTION 10
CAPITALIZATION ADJUSTMENTS; MERGER; CHANGE IN CONTROL

(a) **Adjustments Upon Changes in Capitalization .** Subject to any required action by the Shareholders or holders of ADSs, the number of ADSs covered by each outstanding Award (as well as the Exercise Price covered by any outstanding Option), the aggregate number of ADSs that have been authorized for issuance under this Plan and the aggregate number of ADSs that may be issued in connection with grants of Restricted ADS Awards under this Plan shall be proportionately adjusted for any increase or decrease in the number of issued ADSs resulting from a share split, payment of a dividend with respect to the ADSs or any other increase or decrease in the number of issued ADSs effected without receipt of consideration by the Company or any other variation in the share capital of the Company. Such adjustment shall be made by the Committee in its sole discretion, which adjustment shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of any class shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of ADSs subject to an Option.

(b) **Dissolution, Liquidation, Sale of Assets or Merger .** In the event of the dissolution or liquidation of the Company, other than pursuant to a Reorganization (hereinafter defined), any Award granted under this Plan shall terminate as of a date to be fixed by the Committee, provided that not less than thirty (30) days' written notice of the date so fixed shall be given to each Participant and each such Participant shall have the right during such period to acquire ADSs under Awards or to exercise his or her Options as to all or any part of the ADSs

covered thereby, including ADSs as to which such Awards would not otherwise be vested by reason of an insufficient lapse of time.

In the event of a Reorganization in which the Company is not the surviving or acquiring company, or in which the Company is or becomes a wholly-owned subsidiary of another company after the effective date of the Reorganization, then

(i) if there is no plan or agreement respecting the Reorganization ("Reorganization Agreement") or if the Reorganization Agreement does not specifically provide for the change, conversion or exchange of the ADSs under outstanding Awards for securities of another corporation, then the Committee shall take such action, and the Awards shall terminate, as provided above; or

(ii) if there is a Reorganization Agreement and if the Reorganization Agreement specifically provides for the change, conversion or exchange of the ADSs under outstanding Awards or unexercised Options for securities of another corporation, then the Committee, to the extent permissible under the Act and the Code, shall adjust the ADSs under such outstanding unexercised Options (and shall adjust the ADSs which are then available to be optioned, if the Reorganization Agreement makes specific provisions therefor) in a manner not inconsistent with the provisions of the Reorganization Agreement for the adjustment, change, conversion or exchange of such Awards and such Options.

The term "Reorganization" as used in this Section 10(b) shall mean any scheme of arrangement, statutory merger, statutory consolidations, sale of all of the assets of the Company, or sale, pursuant to any agreement with the Company, of securities of the Company pursuant to which the Company is or becomes a wholly-owned subsidiary of another company after the effective date of the Reorganization.

Except as provided above in this Section 10(b) and except as otherwise provided by the Committee in its sole discretion, any Awards shall terminate immediately prior to the consummation of such proposed action.

(c) Effect of Termination of Employment for Certain Reasons Following a Change in Control . If the employment of a Participant is terminated without Cause (as defined in Section 11(e)) or if the Participant resigns from his or her employment for "good reason" within the two-year period following a Change in Control of the Company, (i) each of the Participant's Options that are not otherwise fully vested and exercisable shall become fully vested and exercisable, notwithstanding Section 6(d) , and the Participant shall have the right to exercise those Options as provided in Section 14(a)(i) , or for such other period of time as may be determined by the Committee, (ii) all Restricted ADSs held by such Participant that are still subject to restrictions shall have the remaining restrictions automatically waived and the Participant shall be fully vested in those ADSs, and (iii) all Performance Unit Awards held by such Participant shall be interpreted as if the specific targets related to the Performance Goals established by the Committee for that Participant for that Performance Period have been achieved to a level of performance, as of the date his or her Services terminates, that would cause all (100%) of the Participant's targeted amount under the Performance Unit Award to become payable. Except as provided in the next sentence, the amount determined pursuant to clause (iii)

of the preceding sentence of this Subsection (c) shall be paid within sixty (60) days of the date the Participant's Services terminates. If, however, the Participant is a Specified Employee on the date his or her Services terminates, payment of the amount under this Subsection (c) shall not be made until the date which is six (6) months after the date his or her Services terminates.

For purposes of this Section 10(c) , a Participant may regard his or her employment as being constructively terminated and may, therefore, resign within thirty (30) days of his or her discovery of the occurrence of one or more of the following events, any of which will constitute "good reason" for such resignation if they occur within the two-year period following a Change in Control of the Company:

(i) without the Participant's express written consent, the assignment of the Participant to any position which is not at least equivalent to the Participant's duties, responsibilities and status within the Company and its Subsidiaries immediately prior to the Change in Control;

(ii) a reduction of the Participant's base salary or of any bonus compensation formula applicable to him or her immediately prior to the Change in Control;

(iii) a failure to maintain any of the employee benefits to which Participant is entitled at a level substantially equal to or greater than the value to him or her and his or her dependents of those employee benefits in effect immediately prior to the Change in Control through the continuation of the same or substantially similar plans, programs, policies; or the taking of any action that would materially effect the Participant's participation in or reduce the Participant's benefits under any such plans, programs or policies, or deprive the Participant or his or her dependents of any material fringe benefits enjoyed by the Participant immediately prior to the Change in Control;

(iv) the failure to permit the Participant to take substantially the same number of paid vacation days and leave to which the Participant is entitled immediately prior to the Change in Control; or

(v) effective April 1, 2008, requiring the Participant who is based in the office of ENSCO International Incorporated in Dallas, Texas on the date a Change in Control of the Company occurs to be based anywhere other than within a fifty (50) mile radius of the office of ENSCO International Incorporated in Dallas, Texas, except for required travel on business to an extent substantially consistent with the Participant's business travel obligations immediately prior to the Change in Control.

In the event of the occurrence of any of the above listed events and in the event the Participant wishes to resign from his or her employment on the basis of occurrence of such event, the Participant shall give notice of his or her proposed resignation, and the successor corporation shall have a period of thirty (30) days following its receipt of such notice to remedy the breach or occurrence giving rise to such proposed resignation. In the event the successor corporation fails to so remedy said breach or occurrence by expiration of said thirty (30)-day period, the Participant shall be deemed to have resigned from his or her employment for good

reason pursuant to this Section 10(c) and shall be treated as if his or her employment has been terminated without Cause and he or she shall be entitled to the treatment of his or her Awards and Options described in this Section 10(c) .

(d) **Acquisitions and Other Transactions .** The Committee may, from time to time, approve the assumption of outstanding awards granted by another entity, whether in connection with an acquisition of such other entity or otherwise, by either (i) granting an Award under this Plan in replacement of or in substitution for the awards assumed by the Company, or (ii) treating the assumed award as if it had been granted under this Plan if the terms of such assumed award could be applied to an Award granted under this Plan. Such assumption shall be permissible if the holder of the assumed award would have been eligible to be granted an Award hereunder if the other entity had applied the rules of this Plan to such grant.

SECTION 11
RETURN OF PROCEEDS

(a) **Requirements .** The Committee, in its discretion, may include as a term of any Participant's Option Agreement or any Award Agreement, provisions requiring that:

(i) if the Participant who is an Employee engages in an activity that competes with the business of the Company or any of its Subsidiaries within one (1) year after (A) such Participant voluntarily resigned or retired from his or her position as an Employee, or (B) his or her status as an Employee was terminated by the Company for Cause (as defined in Section 11(e) below) (either event constituting a "Termination"); and

(ii) if (A) the Participant had exercised Options, (B) Restricted ADSs held by the Participant had vested, or (C) the Participant had Performance Unit Awards that had vested and become payable, within one (1) year of the date of Termination:

then the Participant shall be required to remit to the Company, within five (5) business days of receipt of written demand therefor, the amounts set forth in Subsection 11(b) , 11(c) , or 11(d) , as appropriate.

(b) **Proceeds of Options .** If the Participant exercised Options within one (1) year of the date of Termination, and if the Committee, in its sole discretion, has so provided in the Participant's Option Agreement, the Participant shall remit to the Company or its designee an amount in good funds equal to the excess of (i) the Fair Market Value per ADS on the date of exercise of such Option(s) multiplied by the number of ADSs with respect to which the Options were exercised over (ii) the aggregate option Exercise Price for such ADSs.

(c) **Vested Restricted ADS Awards and the Proceeds Therefrom .** If Restricted ADS Award grants held by the Participant vested within one (1) year of the date of Termination, and if the Committee, in its sole discretion, has so provided in the Award Agreements, the Participant shall remit to the Company or its designee an amount in good funds equal to the Fair Market Value of such ADSs computed as of the date of vesting of such ADSs.

(d) **Vested Performance Unit Awards and the Proceeds Therefrom .** If Performance Unit Award grants held by the Participant vest and become payable within one (1) year of the date of Termination, and if the Committee, in its sole discretion, has so provided in the Award Agreements, the Participant shall remit to the Company or its designee an amount in good funds equal to the sum of the Fair Market Value of the ADSs issued in settlement of that Performance Unit Award, if any, computed as of the date of issuance of such ADSs.

(e) **Definition of Cause .** For purposes of this Section 11 , Section 10(c) and Section 14 , "Cause" is defined as and limited to (i) gross misconduct or gross neglect by the Participant in the discharge of his or her duties as an Employee, (ii) the breach by the Participant of any policy or written agreement with the Company or any of its Subsidiaries, including, without limitation, the Company's Code of Business Conduct (Ethics) Policy and any employment or non-disclosure agreement, (iii) proven dishonesty in the performance of the Participant's duties, (iv) the Participant's conviction or a plea of guilty or nolo contendere to a felony or crime of moral turpitude, or (v) the Participant's alcohol or drug abuse; provided, however, the Participant shall not be deemed to have been dismissed for cause unless and until there shall have been delivered to the Participant a copy of a resolution duly adopted by the Board or the Committee at a meeting duly called and held for the purpose (after reasonable notice to the Participant and an opportunity for the Participant, together with his or her counsel, to be heard before the Board or Committee), finding that in the good-faith, reasonable opinion of the Board or Committee, the Participant was guilty of the conduct set forth in this sentence and specifying the particulars in detail.

SECTION 12
NO EMPLOYMENT RIGHTS

No provisions of this Plan under any Award Agreement shall be construed to give any Participant any right to remain an Employee of, or provide Services to, the Company or any of its Subsidiaries or to affect the right of the Company to terminate any Employee's Services at any time, with or without cause.

SECTION 13
TERM OF PLAN; EFFECT OF AMENDMENT OR TERMINATION

(a) **Term of Plan .** This Plan shall continue in effect for a term of ten (10) years ending December 31, 2014 unless sooner terminated under this Section 13 .

(b) **Amendment and Termination .** The Committee in its sole discretion may terminate this Plan at any time and may amend this Plan at any time in such respects as the Committee may deem advisable; provided, that (i) (A) any change in the aggregate number of ADSs that may be issued under this Plan, other than in connection with an adjustment under Section 10 of this Plan, or change in the Employees eligible to receive Awards under this Plan, and (B) any other amendment that is or would be a "material revision" to this Plan under the then-applicable rules or requirements of the New York Stock Exchange, shall require the approval of the shareholders of the Company in the manner provided by the Company's bylaws, as amended, and (ii) no amendment, suspension or termination of this Plan shall materially

adversely affect the rights of a Participant with respect to compensation previously earned and not yet paid.

(c) **Effect of Termination .** In the event this Plan terminates or is terminated, no ADSs shall be issued under this Plan, except upon exercise of an Option or vesting of Restricted ADS Award or Performance Award granted prior to such termination. The termination of this Plan, or any amendment thereof, shall not affect any ADSs previously issued to a Participant or any Awards previously granted under this Plan.

SECTION 14
GENERAL PROVISIONS

(a) **Termination of Status as an Employee .** Except as provided in Sections 14(b) , 14(c) and 14(d) below:

(i) **Effect of Termination on Optionee .** A Participant holding an Option who ceases to be an Employee of the Company and its Subsidiaries may, but only until the earlier of (A) the date the Option held by the Participant expires, or (B) ninety (90) days after the date such Participant ceases to be an Employee (or in each case, such shorter period as may be provided in the Option Agreement), exercise the Option to the extent that the Participant was entitled to exercise it on such date, unless the Committee further extends such period in its sole discretion. To the extent that the Participant is not entitled to exercise an Option on the date his or her Services cease, or if the Participant does not exercise it within the time specified herein, such Option shall terminate. The Committee shall have the authority to determine the date a Participant ceases to be an Employee.

(ii) **Effect of Termination of Employment on Restricted ADS Award Holders .** In the event an Employee ceases to perform Services for the Company and its Subsidiaries for any reason other than those set forth in Sections 10(c), 14(b) , 14(c) or 14(d) during the Restriction Period, then any Restricted ADSs held by such Participant that are still subject to restrictions on the date such Participant ceases to be an Employee of the Company and its Subsidiaries shall be forfeited automatically and returned to the Company.

(iii) **Effect of Termination of Employment on Performance Unit Awards** . Except as provided in Section 10(c) , if a Participant resigns before his or her Normal Retirement Age or is terminated involuntarily with or without Cause, and such employment termination occurs before the Participant's Performance Unit Award, if any, has been certified pursuant to Section 8(h) , then such Participant shall forfeit that unpaid Performance Unit Award and shall not be entitled to receive any payment under this Plan with respect to his or her Performance Unit Award for such Performance Period.

(b) **Retirement on or after Normal Retirement Age .** In the event a Participant ceases to perform Services for the Company and its Subsidiaries as a result of such Participant's retirement on or after his or her Normal Retirement Age, (i) each of his or her Options shall become fully vested and exercisable, notwithstanding Section 6(d) , and shall remain exercisable for the entire Option term, and (ii) all of the restrictions remaining on all of the remaining ADSs of each Restricted ADS Award shall be automatically waived and the Participant shall be fully

vested in those ADSs. If a Participant was granted a Performance Unit Award for a Performance Period and his or her Services with the Company and its Subsidiaries terminates during the Performance Period by reason of Retirement, the Performance Unit Award shall be interpreted as if the specific targets related to the Performance Goals established by the Committee for that Participant for that Performance Period have been achieved to a level of performance, as of the date his or her Services terminates, that would cause all (100%) of the Participant's targeted amount under the Performance Unit Award to become payable. Except as provided in the next sentence, the amount determined pursuant to the preceding sentence of this Subsection (b) shall be paid within sixty (60) days of the date the Participant's Services terminates. If, however, the Participant is a Specified Employee on the date of his or her Retirement, payment of the amount under this Subsection (b) shall not be made until the date which is six (6) months after the date of his or her Retirement.

(c) **Permanent and Total Disability .** In the event a Participant is unable to continue to perform Services for the Company and its Subsidiaries as a result of such Participant's Permanent and Total Disability (and, for ISOs, at the time such Permanent and Total Disability begins, the Participant was an Employee and had been an Employee since the Date of Grant), such Participant may exercise an Option in whole or in part to the extent that the Participant was entitled to exercise it on the date his or her Services cease, but only until the earlier of the date (i) the Option held by the Participant expires, or (ii) twelve (12) months from the date of termination of his or her Services due to such Permanent and Total Disability. To the extent the Participant is not entitled to exercise an Option on the date his or her Services cease, or if the Participant does not exercise it within the time specified herein, such Option shall terminate. Unless otherwise provided in the applicable Restricted ADS Award Agreement, if a Participant's employment is terminated during a Restriction Period because of Permanent and Total Disability, the Committee may provide for an earlier payment in settlement of such Award in such amount and under such terms and conditions as the Committee deems appropriate. If a Participant was granted a Performance Unit Award for a Performance Period and his or her Services with the Company and its Subsidiaries terminates during the Performance Period by reason of Permanent and Total Disability, the Performance Unit Award shall be interpreted as if the specific targets related to the Performance Goals established by the Committee for that Participant for that Performance Period have been achieved to a level of performance, as of the date his or her Services terminates, that would cause all (100%) of the Participant's targeted amount under the Performance Unit Award to become payable. The amount determined pursuant to the preceding sentence of this Subsection (c) shall be paid within sixty (60) days of the date the Participant's Services terminates.

(d) **Death of a Participant .** In the event a Participant's death occurs during the term of an Option held by such Participant and, on the date of death, the Participant was an Employee (and, for ISOs, at the time of death, the Participant was an Employee and had been an Employee since the Date of Grant), the Option may be exercised in whole or in part to the extent that the Participant was entitled to exercise it on such date, but only until the earlier of the date (i) the Option held by the Participant expires, or (ii) twelve (12) months from the date of the Participant's death, effective May 31, 2006, by the individual designated by the Participant pursuant to Section 14(g) as his or her beneficiary (if applicable), or by the executor or administrator of the Participant's estate. To the extent the Option is not entitled to be exercised on the date of the Participant's death, or if the Option is not exercised within the time specified

herein, such Option shall terminate. Unless otherwise provided in the applicable Restricted ADS Award Agreement, if a Participant's employment is terminated during a Restriction Period because of death, the Committee may provide for an earlier payment in settlement of such Award in such amount and under such terms and conditions as the Committee deems appropriate, effective May 31, 2006, and such payment shall be made to the individual designated by the Participant pursuant to Section 14(g) as his or her beneficiary (if any), or to the executor or administrator of the Participant's estate. If a Participant was granted a Performance Unit Award for a Performance Period and his or her Services with the Company and its Subsidiaries terminates during the Performance Period by reason of death, the Performance Unit Award shall be interpreted as if the specific targets related to the Performance Goals established by the Committee for that Participant for that Performance Period have been achieved to a level of performance, as of the date his or her Services terminates, that would cause all (100%) of the Participant's targeted amount under the Performance Unit Award to become payable. The amount determined pursuant to the preceding sentence of this Subsection (d) shall be paid within sixty (60) days of the date of the Participant's death to the individual designated by the Participant pursuant to Section 14(g) as his or her beneficiary (if any), or to the executor or administrator of the Participant's estate.

(e) **Effect of Company Blackout Periods** . The Company has established the ENSCO Securities Trading Policy and Procedure (the "Policy") relative to disclosure and trading on inside information as described in the Policy. Under the Policy, directors, officers and managers (as defined in the Policy) of the Company are prohibited from trading Company securities during certain "blackout periods" as described in the Policy. In respect to any Participant subject to the Policy, if (i) the date on which an Option term will expire, or (ii) the date on which any Restriction Period will lapse and as a result of which Restricted ADSs will become vested, whether because of the passage of time or the achievement of performance goals and factors, falls within a blackout period imposed by the Policy, the applicable date described in clause (i) or (ii) of this sentence shall automatically be extended by this Section 14(e) to the second U.S. business day immediately following the last day of the applicable blackout period. The Committee shall interpret and apply the extension automatically provided by the preceding sentence to ensure that in no event shall the term of any Option expire or any Restriction Period lapse during an imposed blackout period.

(f) **Non-Transferability of Awards .** No Award granted under this Plan may be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than (i) effective May 31, 2006, by a then-effective beneficiary designation (if applicable) or the executor or administer of the Participant's estate, or (ii) in the case of any holder after the Participant's death, only by will or by the laws of descent and distribution. No Award granted under this Plan is assignable by operation of law or subject to execution, attachment or similar process. Any Award granted under this Plan can only vest or be exercised, or become payable, by such Participant during the Participant's lifetime. Any attempted sale, pledge, assignment, hypothecation or other transfer of the Award contrary to the provisions hereof and the levy of any execution, attachment or similar process upon the Award shall be null and void and without force or effect. No transfer of the Award to the executor or administer of the Participant's estate shall be effective to bind the Company unless the Company shall have been furnished such evidence as the Committee may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions of the Award. The terms

of any Award transferred after May 30, 2006 pursuant to a then-effective beneficiary designation (if applicable) or to the executor or administer of the Participant's estate shall be binding upon the executors, administrators, heirs and successors of the Participant.

(g) **Designation of Beneficiary** . Effective May 31, 2006 and only if permitted under the applicable Award Agreement, a Participant may designate a primary and contingent beneficiary who shall in the event of the Participant's death (i) succeed to the Participant's right to exercise his or her Options under the terms and during the period specified in Section 14(d) , (ii) become entitled to any settlement of the Participant's Restricted ADS Award under Section 14(d) , and (iii) succeed to the Participant's right to any payment of the Participant's Performance Unit Award under Section 14(d) . The designation of beneficiary will control the exercise rights, if any, with respect to all outstanding Options the Participant holds on the date of his or her death and the entitlement to settlement, if any, under all outstanding Restricted ADS Awards and Performance Unit Awards the Participant holds on the date of his or her death, as well as under all other awards held by the Participant on the date of his or her death that were granted under the 1998 Incentive Plan and the ENSCO International Incorporated 2000 Stock Option Plan. If the primary beneficiary and contingent beneficiary, if any, designated by the Participant in his or her then-effective beneficiary designation predecease the Participant or if no such designation is made or permitted to be made, the executor or the administrator of the Participant's estate shall succeed to the Participant's rights described in this Section 14(g) . A Participant may only have one applicable beneficiary designation on file with the Company with regard to Options, Restricted Stock Awards and Performance Unit Awards. A Participant may revoke any designation of beneficiary on file with the Director-Compensation & Benefits of the Company by filing a new designation of beneficiary with the Director-Compensation & Benefits. The most recent designation of beneficiary filed by a Participant with the Director-Compensation & Benefits will supersede any previously filed designation of beneficiary.

SECTION 15
FUNDING AND STATUS OF PROGRAM

This Plan is a payroll practice of the Company and not an employee benefit plan within the meaning of Section 3(3) of ERISA. This Plan is not funded in the sense of a "funded plan" under ERISA, or U.S. Internal Revenue Service or other government regulations, which prescribe certain Participant rights and fiduciary obligations. Funding for this Plan will be equivalent to the sum of individual Performance Unit Awards. Funding is for accounting purposes only and does not confer any rights to Participants to any portion of such funds or any other Company assets except under this Plan rules and Performance Unit Award guidelines. To the extent that a Participant acquires a right to receive payment from the Company under this Plan, such right shall be no greater than the rights of any unsecured creditor of the Company.

SECTION 16
GOVERNING LAW

EFFECTIVE DECEMBER 23, 2009, THIS PLAN AND ANY AND ALL AWARD AGREEMENTS EXECUTED IN CONNECTION WITH THIS PLAN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

ANNEX 1 TO THE

ENSCO INTERNATIONAL INCORPORATED

2005 LONG-TERM INCENTIVE PLAN

(As Revised and Restated on December 22, 2009 and
As Assumed by Ensco International plc as of December 23, 2009)

This Annex 1 to the ENSCO International Incorporated 2005 Long-Term Incentive Plan (As Revised and Restated on December 22, 2009 and As Assumed by Ensco International plc as of December 23, 2009) governs Awards granted to Non-Employee Directors of the Company under the Plan. Awards granted pursuant to this Annex 1 are subject to all of the terms and conditions set forth in the Plan except as modified by the following provisions which shall replace and/or supplement certain provisions of the Plan as indicated.

SECTION 1
ESTABLISHMENT AND PURPOSE

The following paragraph shall supplement Section 1 of the Plan with respect to Awards to Non-Employee Directors:

This Annex 1 has been established to (i) offer selected Non-Employee Directors of the Company an equity ownership and opportunity to participate in the growth and financial success of the Company and to accumulate capital for retirement on a competitive basis, (ii) provide the Company an opportunity to attract and retain the best available persons for Service on the Board, (iii) create long-term value and encourage equity participation in the Company by Non-Employee Directors by making available to them the benefits of a larger ADS ownership in the Company through NSOs and Restricted ADS Awards, (iv) provide incentives to such Non-Employee Directors by means of market-driven and performance-related incentives to achieve long-term performance goals and measures, and (v) promote the growth and success of the Company's business by aligning the financial interests of Non-Employee Directors with that of the other holders of ADSs. Toward these objectives, this Annex 1 provides for the grant of NSOs and Restricted ADS Awards.

SECTION 2
DEFINITIONS

The following definitions replace or supplement the definitions in Section 2 of the Plan with respect to Awards to Non-Employee Directors:

" Award Agreement " shall mean a written agreement between the Company and a Participant who is a Non-Employee Director setting forth the terms, conditions and limitations applicable to an Award, including any amendments thereto.

" Committee " shall mean 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. The Board shall assume any or all of the powers and responsibilities prescribed for the Committee with respect to NSOs granted to Non-Employee Directors and Restricted ADS Awards to Non-Employee Directors, and to that extent, the term "Committee" as used herein shall also be applicable to the Board.

" Option " shall mean an NSO granted pursuant to Section 4(c) .

" Services " shall mean services rendered to the Company as a Non-Employee Director. In order for a Participant's Services to be considered to have terminated for purposes of Section 14(b) , such Retirement must constitute a "separation from service" within the meaning of U.S. Treasury Regulation §1.409A-1(h)(1).

SECTION 3
ADMINISTRATION

The following provision shall replace Section 3(b)(v) of the Plan with respect to Awards to Non-Employee Directors:

(v) Unless otherwise specified by the terms of this Plan, to select the Non-Employee Directors to whom Awards may be awarded under this Annex 1 from time to time;

SECTION 4
ELIGIBILITY

The following provisions shall replace Section 4 of the Plan with respect to Awards to Non-Employee Directors:

(a) General Rule . Subject to the limitations set forth in this Plan, Non-Employee Directors shall be eligible to participate in Awards granted under this Annex 1 to the Plan. A Participant may be granted more than one Award under this Annex 1, and Awards may be granted at any time or times during the term of this Annex 1. The grant of an Award to a Non-Employee Director shall not be deemed either to entitle that individual to, or to disqualify that individual from, participation in any other grant of Awards under this Annex 1.

(c) Grants of NSOs to Non-Employee Directors . Grants of NSOs to Non-Employee Directors under this Annex 1 shall be as described in this Section 4(c) . For purposes of this Section 4(c) , Company shall mean ENSCO International Incorporated for grants prior to December 23, 2009 and shall mean Ensco International plc for grants on or after December 23, 2009; similarly, references to the Board shall mean the board of directors of ENSCO International Incorporated for grants prior to December 23, 2009 and shall mean the board of directors of Ensco International plc for grants on or after December 23, 2009.

(i) Each Non-Employee Director of the Company elected after the Effective Date at the annual shareholders meeting who has not previously served as a Director of the Company shall be granted an NSO, effective as of the Date of Grant, to purchase 15,000 ADSs.

(ii) Each Non-Employee Director of the Company appointed after the 2005 Annual Meeting to fill a vacancy in the Board who has not previously served as a Director of the Company shall be granted an NSO, effective as of the Date of Grant, to purchase 15,000 ADSs.

(iii) Each other Non-Employee Director of the Company elected at, or continuing to serve following, each annual shareholders meeting, commencing with the 2005 Annual Meeting, shall be granted an NSO, effective as of the Date of Grant, to purchase 6,000 ADSs.

The Board may determine, from time to time, to provide for a different number of ADSs to be subject to the grants of NSOs to Non-Employee Directors, to grant Restricted ADS Awards to Non-Employee Directors, and to make discretionary grants of NSOs to Non-Employee Directors.

SECTION 5
ADSs SUBJECT TO PLAN

ADSs offered or subject to Awards granted under this Annex 1 shall count towards the limits set forth in Section 5. No Awards may be granted under this Annex 1 which would cause the limits set forth in Section 5 to be exceeded.

SECTION 6
TERMS AND CONDITIONS OF OPTIONS

The following provisions shall replace Sections 6(d) and (f)(i) of the Plan, respectively, with respect to Awards to Non-Employee Directors:

(d) Vesting of Options . Each NSO that is granted to a Director pursuant to Section 4(c) shall be fully vested and exercisable on the Date of Grant.

(f) (i) **Exercise Price .** The Exercise Price shall be such price as is determined by the Committee in its sole discretion and set forth in the Option Agreement; provided, however, that the Exercise Price for any NSO granted pursuant to Section 4(c) of this Annex 1 shall be equal to 100% of the Fair Market Value of the ADSs subject to such NSO on the Date of Grant.

SECTION 7
RESTRICTED ADS AWARDS

The following provision shall replace Section 7(a)(ii) of the Plan with respect to Awards to Non-Employee Directors:

(ii) The terms, conditions and restrictions of the Restricted ADS Award shall be determined from time to time by the Committee without limitation, except as otherwise provided in this Plan; provided, however, that each grant of a Restricted ADS Award shall require the Participant to remain a Non-Employee Director for at least six (6) months from the Date of Grant.

SECTION 11
RETURN OF PROCEEDS

The following provision shall replace Section 11(a)(i) of the Plan with respect to Awards to Non-Employee Directors:

(i) if the Participant who is a Non-Employee Director engages in an activity that competes with the business of the Company or any of its Subsidiaries within one (1) year after (A) such Participant voluntarily resigned or retired from his or her position as a Non-Employee Director, or (B) his or her status as a Non-Employee Director was terminated by the Company for Cause (as defined in Section 11(e) below) (either event constituting a "Termination"); and

The following provision shall replace Section 11(e) of the Plan with respect to Awards to Non-Employee Directors:

(e) Definition of Cause . For purposes of this Section 11 and Section 14 , "Cause" is defined as and limited to (i) gross misconduct or gross neglect by the Participant in the discharge of his or her duties as a Non-Employee Director, (ii) the breach by the Participant of any policy or written agreement with the Company or any of its Subsidiaries, including, without limitation, the Company's Code of Business Conduct (Ethics) Policy and any employment or non-disclosure agreement, (iii) proven dishonesty in the performance of the Participant's duties, (iv) the Participant's conviction or a plea of guilty or nolo contendere to a felony or crime of moral turpitude, or (v) the Participant's alcohol or drug abuse; provided, however, the Participant shall not be deemed to have been dismissed for cause unless and until there shall have been delivered to the Participant a copy of a resolution duly adopted by the Board or the Committee at a meeting duly called and held for the purpose (after reasonable notice to the Participant and an opportunity for the Participant, together with his or her counsel, to be heard before the Board or Committee), finding that in the good-faith, reasonable opinion of the Board or Committee, the Participant was guilty of the conduct set forth in this sentence and specifying the particulars in detail.

SECTION 14
GENERAL PROVISIONS

The following provisions shall supplement Section 14(a) of the Plan with respect to Awards to Non-Employee Directors:

(a) Termination of Status as a Director . Except as provided in Sections 14(b) , 14(c) and 14(d) below:

(i) **Effect of Termination on Optionee .** A Participant holding an Option who ceases to be a Non-Employee Director may, but only until the earlier of (A) the date the Option held by the Participant expires, or (B) ninety (90) days after the date such Participant ceases to be a Non-Employee Director (or in each case, such shorter period as may be provided in the Option Agreement), exercise the Option to the extent that the Participant was entitled to exercise it on such date, unless the Committee further extends such period in its sole discretion. To the extent that the Participant is not entitled to exercise an Option on the date his or her Services cease, or if the Participant does not exercise it within the time specified herein, such Option shall terminate. The Committee shall have the authority to determine the date a Participant ceases to be a Non-Employee Director.

(iv) **Effect of Termination of Directorship on Restricted ASD Award Holders .** In the event a Non-Employee Director ceases to perform Services for the Company for any reason other than (A) those set forth in Sections 14(c) or 14(d) , (B) retirement with the consent of the Board, or (C) involuntary termination without "Cause," as defined in Section 11(e) , during the Restriction Period, then any Restricted ADSs held by such Non-Employee Director that are still subject to restrictions on the date such Non-Employee Director ceases to be a Non-Employee Director shall be forfeited automatically and returned to the employee benefit trust established in connection with the Plan.

The following provision shall replace Section 14(d) of the Plan with respect to Awards to Non-Employee Directors:

(d) Death of a Participant . In the event a Participant's death occurs during the term of an Option held by such Participant and, on the date of death, the Participant was a Non-Employee Director, the Option may be exercised in whole or in part to the extent that the Participant was entitled to exercise it on such date, but only until the earlier of the date (i) the Option held by the Participant expires, or (ii) twelve (12) months from the date of the Participant's death, effective May 31, 2006, by the individual designated by the Participant pursuant to Section 14(g) as his or her beneficiary (if applicable), or by the executor or administrator of the Participant's estate. To the extent the Option is not entitled to be exercised on the date of the Participant's death, or if the Option is not exercised within the time specified herein, such Option shall terminate.

ANNEX 2 TO THE

ENSCO INTERNATIONAL INCORPORATED

2005 LONG-TERM INCENTIVE PLAN

(As Revised and Restated on December 22, 2009 and
As Assumed by Ensco International plc as of December 23, 2009)

This Annex 2 to the ENSCO International Incorporated 2005 Long-Term Incentive Plan (As Revised and Restated on December 22, 2009 and As Assumed by Ensco International plc as of December 23, 2009) governs the grant of Performance Unit Awards that are payable in (i) cash, (ii) either cash or ADSs, or (iii) a combination of ADSs and cash. Performance Unit Awards granted pursuant to this Annex 2 are subject to all of the terms and conditions set forth in the Plan except as modified by the following provisions which shall replace and/or supplement certain provisions of the Plan as indicated.

SECTION 2
DEFINITIONS

The following definition shall replace the definition of Performance Unit Award in Section 2 of the Plan:

" Performance Unit Award " shall mean an Award payable in (i) cash, (ii) either cash or ADSs, or (iii) a combination of ADSs and cash, granted to a Participant who is an Employee that is paid solely on account of the attainment of a specified performance target in relation to one or more Performance Goals, and which is subject to such applicable terms, conditions, and limitations as the Committee may establish and set forth in the applicable Award Agreement in order to fulfill the objectives of this Plan.

SECTION 8
PERFORMANCE UNIT AWARDS

The following provision shall supplement Section 8(a) of the Plan:

(a) **Grant of Performance Unit Awards .** The Committee may grant Performance Unit Awards under this Annex 2 payable in the form of (i) cash, (ii) either cash or ADSs, or (iii) a combination of ADSs and cash to the eligible Employees determined under Section 4(a) .

SECTION 9
ISSUANCE OF ADSS; PAYMENT; TAX WITHHOLDING; NON-U.K. OR U.S. PARTICIPANTS

The following provision shall supplement Section 9(b) of the Plan:

(b) **Eligibility for Payment for a Performance Unit Award .** Payments under this Annex 2 with respect to any such Performance Unit Award shall be made in (i) cash in one lump sum payment, (ii) cash or by issuance of ADSs with an aggregate Fair Market Value (determined as of the date of issuance) equal to the aggregate amount payable, or (iii) a combination of ADSs and cash.

SECTION 11
RETURN OF PROCEEDS

The following provision shall replace Section 11(d) of the Plan:

(d) Vested Performance Unit Awards and the Proceeds Therefrom . If Performance Unit Award grants held by the Participant vest and become payable within one (1) year of the date of Termination, and if the Committee, in its sole discretion, has so provided in the Award Agreements evidencing such Performance Unit Award, the Participant shall remit to the Company or its designee an amount in good funds equal to the sum of (i) the Fair Market Value of the ADSs issued in settlement of that Performance Unit Award, if any, computed as of the date of issuance of such ADSs, and (ii) the lump sum cash payment received pursuant to the Performance Unit Award.

Exhibit 10.4

AMENDMENT TO THE

ENSCO INTERNATIONAL INCORPORATED

1998 INCENTIVE PLAN

WHEREAS, the board of directors of ENSCO International Incorporated, a Delaware corporation ("Ensco Delaware"), adopted the ENSCO International Incorporated 1998 Incentive Plan effective May 12, 1998, (which, as previously amended from time to time, is referred to herein as the "Plan");

WHEREAS, the stockholders of Ensco Delaware approved and adopted at the Special Meeting of Stockholders on December 22, 2009 the "Agreement and Plan of Merger and Reorganization" (the "Merger Agreement"), by and between Ensco Delaware and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of Ensco Delaware, pursuant to which Ensco Mergeco merged with and into Ensco Delaware (the "2009 Merger"), with Ensco Delaware surviving the 2009 Merger as a wholly-owned subsidiary of Ensco Cayman which is a wholly-owned subsidiary of Ensco International plc (the "Company");

WHEREAS, pursuant to the Merger Agreement, each outstanding share of common stock of Ensco Delaware will be converted into the right to receive an American depositary share, evidenced by an American depositary receipt, which represents a Class A Ordinary Share in the Company, and Ensco Delaware shall assign to the Company, and shall cause the Company to adopt and assume, certain of Ensco Delaware's equity incentive, compensation and other plans that provide or provided for rights to receive or purchase shares of common stock of Ensco Delaware, including the Plan; and

WHEREAS, the board of directors of Ensco Delaware has approved this Amendment to the Plan, effective as of December 23, 2009 (or, if different, the effective date of the 2009 Merger), to reflect the provisions of the Merger Agreement and the effect of the 2009 Merger on the Plan;

NOW, THEREFORE, pursuant to the unanimous written consent of the board of directors of Ensco Delaware executed on December 22, 2009, the Plan is amended effective on the date indicated above as follows:

1) Section 2 is amended by adding the following new definitions:

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

" **ADR** " shall mean an American depositary receipt which evidences an American depositary share representing a Class A ordinary share in the Company.

" **ADS** " shall mean an American depositary share which represents a Class A ordinary share in the Company and evidenced by an American depositary receipt. All references

in the Plan to shares of common stock, stock and/or shares of Ensco Delaware shall be read and considered to be references to ADSs, unless the context otherwise requires, 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 the Plan shall be consistently interpreted and applied.

" Company " shall mean Ensco International plc, a public limited company incorporated under the laws of England and Wales, or any successor thereto.

" Restricted ADS " shall have that meaning set forth in Section 7(a) .

" Share " shall mean one Class A ordinary share of the Company, nominal value US$0.10 per Share.

" Subsidiary " shall mean any corporation as to which more than fifty (50%) of the outstanding voting ADSs 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 shall mean a subsidiary within the meaning of Section 1159 of the Act.

2) Section 3(c) is amended, but not any of the subsections, to read as follows:

Authority of Committee. This Plan shall be administered by, or under the direction of, the Committee constituted in such a manner as to comply at all times with Rule 16b-3 (or any successor rule) under the Exchange Act. The Committee shall administer this Plan so as to comply at all times with the Exchange Act and, subject to the Code and the Act, shall otherwise have absolute and final authority to interpret this Plan and to make all determinations specified in or permitted by this Plan or deemed necessary or desirable for its administration or for the conduct of the Committee's business including, without limitation, the authority to take the following actions:

3) Section 7(a)(ii) is amended to add the following sentence at the end of the section:

The Committee may make other arrangements for the Restricted ADSs to be held on behalf of the Participant in order to ensure compliance with the restrictions.

4) Section 7(a)(iv) is amended in its entirety to read as follows:

On the date the Restriction Period terminates, the Restricted ADSs shall vest in the Participant (the "Vest Date"), who may then require the Company to arrange for the transfer to the Participant of the number of ADSs that are no longer subject to such restrictions.

5) Section 7(a)(v) is amended in its entirety to read as follows:

Certain Voting and Dividend Rights. Holders of Restricted ADSs may exercise the full voting rights applicable to the ADSs with respect to Restricted ADSs during the Restriction Period and shall be entitled to receive all dividends and other distributions paid with respect to those ADSs while they are so held; provided that if any such dividends or distributions are paid in ADSs during the Restriction Period, the ADSs received shall be subject to the same restrictions on transferability as the Restricted ADSs with respect to which they were issued.

7) Section 7(a) is amended to add the following sub-section at the end of the section:

(ix) Forfeiture. Any Restricted ADSs that are forfeited pursuant to the terms and conditions of this Plan and/or the applicable agreement evidencing the grant of the Restricted ADSs shall not be returned to the Company as described above but shall be transferred to an employee benefit trust established in connection with this Plan and the Participant may be required to complete certain documents in order to effectuate such transfer.

ENSCO INTERNATIONAL INCORPORATED

/s/ Cary A. Moomjian, Jr.
By: Cary A. Moomjian, Jr.
Its: Vice President, General Counsel and Secretary

Exhibit 10.5

AMENDMENT TO THE

ENSCO INTERNATIONAL INCORPORATED

2000 STOCK OPTION PLAN

WHEREAS, the ENSCO International Incorporated 2000 Stock Option Plan (formerly known as the Chiles Offshore Inc. 2000 Stock Option Plan) was adopted by the board of directors of Chiles Offshore Inc. and approved by its stockholders as of June 22, 2000 and became effective on September 22, 2000; and

WHEREAS, the Plan was subsequently amended by Amendment Nos. 1 and 2; and

WHEREAS, due to the merger of ENSCO International Incorporated ("Ensco Delaware") and Chiles Offshore Inc., the Plan was renamed the ENSCO International Incorporated 2000 Stock Option Plan (which as currently amended is referred to herein as the "Plan"); and

WHEREAS, the stockholders of Ensco Delaware approved and adopted at the Special Meeting of Stockholders on December 22, 2009 the "Agreement and Plan of Merger and Reorganization" (the "Merger Agreement"), by and between Ensco Delaware and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of Ensco Delaware, pursuant to which Ensco Mergeco merged with and into Ensco Delaware (the "2009 Merger"), with Ensco Delaware surviving the 2009 Merger as a wholly-owned subsidiary of Ensco Cayman which is a wholly-owned subsidiary of Ensco International plc (the "Company");

WHEREAS, pursuant to the Merger Agreement, each outstanding share of common stock of Ensco Delaware will be converted into the right to receive an American depositary share, evidenced by an American depositary receipt, which represents a Class A ordinary share in the Company, and Ensco Delaware shall assign to the Company, and shall cause the Company to adopt and assume, certain of Ensco Delaware's equity incentive, compensation and other plans that provide or provided for rights to receive or purchase shares of common stock of Ensco Delaware, including the Plan; and

WHEREAS, the board of directors of Ensco Delaware has approved this Amendment to the Plan, effective as of December 23, 2009 (or, if different, the effective date of the 2009 Merger), to reflect the provisions of the Merger Agreement and the effect of the 2009 Merger on the Plan;

NOW, THEREFORE, pursuant to the unanimous written consent of the board of directors of Ensco Delaware executed on December 22, 2009, the Plan is amended effective on the date indicated above as follows:

1) Section I is amended to replace the reference to

"ENSCO International Incorporated"

with

"Ensco International plc, a public limited company incorporated under the laws of England and Wales, or any successor thereto." All subsequent references in the Plan to Company shall be to Ensco International plc, unless the context otherwise requires, and all provisions of the Plan shall be consistently interpreted and applied.

2) Section I is further amended to replace the reference to

"shares of the Company's common stock, par value $.01 per share"

with

"American depositary shares which represent Class A ordinary shares in the Company, nominal value U.S.$0.10 per share, and evidenced by one or more American depositary receipts" or "ADSs"). All references in the Plan to shares of common stock, stock and/or shares of Ensco Delaware shall be read and considered to be references to ADSs, unless the context otherwise requires, 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 the Plan shall be consistently interpreted and applied.

3) Section II is amended to provide that the authority exercised by the Committee in connection with the Plan is subject to any applicable provisions of the U.K. Companies Act 2006.

4) Section XII is amended to add the following sentences to the end of the section:

The stockholders of ENSCO International Incorporated approved and adopted at the Special Meeting of Stockholders on December 22, 2009 the "Agreement and Plan of Merger and Reorganization," by and between ENSCO International Incorporated and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of ENSCO International Incorporated, pursuant to which Ensco Mergeco merged with and into ENSCO International Incorporated (the "2009 Merger"), with ENSCO International Incorporated surviving the 2009 Merger as a wholly-owned subsidiary of Ensco Cayman which is a wholly-owned subsidiary of the Company (the "2009 Reorganization"). The 2009 Reorganization shall not constitute a Change in Control of ENSCO International Incorporated.

ENSCO INTERNATIONAL INCORPORATED

/s/ Cary A. Moomjian, Jr.
By: Cary A. Moomjian, Jr.
Its: Vice President, General Counsel and Secretary

Exhibit 10.6

AMENDMENT NO. 15
TO THE
ENSCO SAVINGS PLAN
(As Revised and Restated Effective January 1, 1997)

THIS AMENDMENT NO. 15, executed this third day of November, 2009, and effective as of the dates specified herein, by Ensco International Incorporated, having its principal office in Dallas, Texas (hereinafter referred to as the "Company").

W I T N E S S E T H:

WHEREAS, the Company revised and restated the ENSCO Savings Plan (the "Plan"), effective January 1, 1997, except for certain provisions for which another effective date was subsequently provided elsewhere in the terms of the Plan, to (i) incorporate the prior amendments to the Plan, (ii) incorporate such other provisions as were necessary due to the merger of the Penrod Thrift Plan and the Dual 401(k) Plan into the Plan, (iii) clarify the definition of "annual compensation" used for nondiscrimination testing under Sections 401(k) and 401(m) of the Code, and (iv) bring the Plan into compliance with the Internal Revenue Code of 1986, as amended (the "Code"), as modified by the Small Business Job Protection Act of 1996, the General Agreement on Tariffs and Trade under the Uruguay Round Agreements Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998, and the Community Renewal Tax Relief Act of 2000, as well as all applicable rules, regulations and administrative pronouncements enacted, promulgated or issued since the date the Plan was last restated;

WHEREAS, the Company adopted Amendment No. 1 to the revised and restated Plan, effective January 1, 2002, to reflect the proposed Treasury regulations (the "Proposed Regulations") issued under Section 401(a)(9) of Code;

WHEREAS, the Company adopted Amendment No. 2 to the revised and restated Plan, effective as of January 1, 2002, except as specifically otherwise in Amendment No. 2, to (i) reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") which generally became applicable to the Plan effective as of January 1, 2002, and (ii) constitute good faith compliance with the requirements of EGTRRA;

WHEREAS, the Pension and Welfare Benefits Administration of the Department of Labor issued final regulations establishing new standards for processing benefit claims of participants and beneficiaries under Section 15.6 of the Plan which have been clarified by further guidance from the Pension and Welfare Benefits Administration (collectively the "Final Claims Procedure Regulations");

WHEREAS, the Proposed Regulations for which the revised and restated Plan was amended by Amendment No. 1 were replaced by final Treasury regulations that were issued April 17, 2002 under Section 401(a)(9) of the Code relating to required minimum distributions under Section 15.4 of the Plan (the "Final Required Minimum Distribution Regulations");

WHEREAS, the Company acquired Chiles Offshore Inc. (“Chiles”), effective August 7, 2002, pursuant to a merger agreement among the Company, Chore Acquisition, Inc. (“Chore”), a wholly-owned subsidiary of the Company, and Chiles, whereby Chiles was merged with and into Chore, with Chore being the surviving company and continuing to exist as a wholly-owned subsidiary of the Company and the successor sponsor to Chiles of the Chiles Offshore Inc. 401(k) Retirement Savings Plan (the “Chiles 401(k) Plan”);

WHEREAS, the employees of Chiles that continued as employees of a subsidiary of the Company on and after August 7, 2002 continued to be eligible to participate in the Chiles 401(k) Plan through September 30, 2002 and then became eligible to participate in the Plan effective October 1, 2002;

WHEREAS, the Chiles 401(k) Plan was merged into the Plan effective October 1, 2002 and the assets of the Chiles 401(k) Plan were transferred on October 1, 2002 from the trust established pursuant to the Chiles 401(k) Plan to the trust established pursuant to the Plan;

WHEREAS, the Company adopted Amendment No. 3 to the revised and restated Plan, effective as of October 1, 2002, unless specifically provided otherwise in Amendment No. 3, to, among other things, (i) revise Section 15.6 of the Plan to provide that the administrator of the Plan shall process benefit claims of participants and beneficiaries pursuant to the claims procedure specified in the summary plan description for the Plan which shall comply with the Final Claims Procedure Regulations, as may be amended from time to time, (ii) reflect the Final Required Minimum Distribution Regulations by amending Section 15.4 of the Plan consistent with the Model Amendment provided by the Internal Revenue Service in Rev. Proc. 2002-29, (iii) permit participation in the Plan on October 1, 2002 (the “Date of Participation”) by all employees of Chiles who are both eligible to participate in the Chiles 401(k) Plan as of September 30, 2002 and are employed by the Company or a subsidiary of the Company on October 1, 2002, (iv) provide all employees of Chiles who begin to participate in the Plan as of the Date of Participation with credit for all actual service with Chiles for purposes of the eligibility and vesting provisions of the Plan, (v) provide that any participant in the Chiles 401(k) Plan who has credit under the Chiles 401(k) Plan for at least three years of vesting service as of the Date of Participation shall continue to vest under the Plan in his account balance in the Plan pursuant to the vesting schedule contained in the Chiles 401(k) Plan, (vi) provide that any participant in the Chiles 401(k) Plan who has credit under the Chiles 401(k) Plan for two years of vesting service as of the Date of Participation shall remain 40% vested in his account balance in the Plan but, subsequent to the Date of Participation, shall continue to vest in his account balance in the Plan pursuant to the vesting schedule of the Plan, (vii) provide that any participant in the Chiles 401(k) Plan who has credit under the Chiles 401(k) Plan for one year of vesting service as of the Date of Participation shall remain 20% vested in his account balance in the Plan but, subsequent to the Date of Participation, shall continue to vest in his account balance in the Plan pursuant to the vesting schedule of the Plan, (viii) provide that any participant in the Chiles 401(k) Plan as of the Date of Participation shall become fully vested in his account balance in the Plan as of the date he has both attained age 55 and received credit under the Plan for at least five years of vesting service, and (ix) provide that any participant in the Chiles 401(k) Plan as of the Date of Participation shall be eligible for an in-service withdrawal from the Plan under Section 15.5(c) of the Plan once every six months after he has attained 59 1/2;

WHEREAS, the Company adopted Amendment No. 4 to the revised and restated Plan to retroactively amend the definition of Profit Sharing Entry Date in Section 1.16 of the Plan to conform the terms of Section 1.16 of the Plan to the actual operation of the Plan as authorized by Section 2.07(3) of Appendix B to Rev. Proc. 2002-47;

WHEREAS, the Company adopted Amendment No. 5 to the revised and restated Plan to (i) reduce the service requirement to become eligible to participate in the 401(k) feature of the Plan, (ii) revise the requirements for an election to participate in the 401(k) feature of the Plan and for subsequent amendments to a salary reduction agreement, and (iii) increase the maximum deferral percentage that may be elected under a salary reduction agreement;

WHEREAS, EGTRRA amended Section 401(a)(31)(B) of the Code to require that mandatory distributions of more than $1,000 from the Plan be paid in a direct rollover to an individual retirement plan as defined in Sections 408(a) and (b) of the Code if the distributee does not make an affirmative election to have the amount paid in a direct rollover to an eligible retirement plan or to receive the distribution directly and I.R.S. Notice 2005-5 provides that this provision becomes effective to the Plan for distributions on or after March 28, 2005;

WHEREAS, the Company adopted Amendment No. 6 to the revised and restated Plan (i) effective as of September 1, 2005, to increase the normal retirement age under the Plan from age 60 to age 65, and (ii) effective as of March 28, 2005, to comply with the provisions of Section 401(a)(31)(B) of the Code, as amended by EGTRRA and the guidance issued in I.R.S. Notice 2005-5 relating to the application of the new rules in connection with automatic rollovers of certain mandatory distributions;

WHEREAS, the Katrina Emergency Tax Relief Act of 2005 (“KETRA”) amended the Code to immediately authorize tax-favored withdrawals and special provisions for loans from qualified retirement plans to provide relief relating to Hurricane Katrina;

WHEREAS, the Company adopted Amendment No. 7 to the revised and restated Plan, effective as of October 3, 2005, to provide temporary relief to certain participants and related individuals affected by Hurricane Katrina in the form of (i) hardship withdrawals from the Plan, and (ii) modified loan provisions for certain loans from the Plan;

WHEREAS, the Gulf Opportunity Zone Act of 2005 amended the Code to expand the hurricane-related relief provided under KETRA to victims of Hurricane Rita and Hurricane Wilma;

WHEREAS, the Company adopted Amendment No. 8 to the revised and restated Plan to provide temporary relief to certain participants and related individuals affected by Hurricane Rita and/or Hurricane Wilma in the form of (i) hardship withdrawals from the Plan, and (ii) modified loan provisions for certain loans from the Plan;

WHEREAS, the Company adopted Amendment No. 9 to the revised and restated Plan, effective January 1, 2007, to reduce the service requirement to become eligible to participate in the profit sharing feature of the Plan with respect to employees who are employed or reemployed after December 31, 2006;

WHEREAS, the Department of Treasury issued final regulations under Sections 401(k) and 401(m) of the Code which generally became applicable to the Plan effective as of January 1, 2006 (collectively the "Final 401(k)/401(m) Regulations");

WHEREAS, the Company adopted Amendment No. 10 to the revised and restated Plan (i) effective as of January 1 2006, to reflect the Final 401(k)/401(m) Regulations and to constitute good faith compliance with the Final 401(k)/(m) Regulations and (ii) effective as of January 1, 2007, to exclude Carl F. Thorne from further participation in the profit sharing feature of the Plan;

WHEREAS, the Company adopted Amendment No. 11 to the revised and restated Plan, effective January 1, 2008, to (i) clarify that certain highly compensated employees are not permitted to amend their salary reduction contribution elections for a year during the year, and (ii) amend the vesting schedule in Section 14.2 of the Plan;

WHEREAS, the Pension Protection Act of 2006 requires participant-directed individual account plans to provide quarterly benefit statements to the plans' participants providing certain specific information;

WHEREAS, the Department of Labor issued final regulations relating to qualified default investment alternatives in participant-directed individual account plans which may become applicable to a plan effective on or after December 24, 2007 (the "Qualified Default Investment Alternatives Regulations");

WHEREAS, the Company adopted Amendment No. 12 to the revised and restated Plan, to (i) amend, effective as of January 1, 2008, the investment funds specified in Section 1.24 of the Plan available for participant direction of investment, (ii) amend, effective June 1, 2008, Section 1.24 and Section 22.8 of the Plan to provide a limitation on the portion of a participant's individual account that may be invested in Fund 5, (iii) amend, effective June 1, 2008, Section 3.1 of the Plan to provide for automatic enrollments, (iv) amend, effective as of January 1, 2007, Section 10.2 and Section 22.8 of the Plan to comply with the quarterly benefit statement requirements of the Pension Protection Act of 2006, (v) amend, effective June 1, 2008, Section 15.11 of the Plan to provide for eligible rollover distributions by non-spousal beneficiaries as permitted by the Pension Protection Act of 2006, and (vi) amend, effective June 1, 2008, Section 22.8 and Section 22.10 of the Plan to change the default investment fund and to specify related procedures in compliance with the Qualified Default Investment Alternatives Regulations governing the investment of the individual account of new participants with an employment or re-employment commencement date after May 31, 2008 who fail to affirmatively direct the investment of their individual accounts;

WHEREAS, the Company adopted Amendment No. 13 to the revised and restated Plan, to (i) amend, effective as of February 1, 2009, the investment funds specified in Section 1.24 of the Plan available for participant direction of investment, (ii) amend, effective January 1, 2009, except as otherwise specifically provided therein to the contrary, Article II and Section 3.1(b)(iv) of the Plan to provide for the exclusion from initial or continued eligibility to participate in the Plan of all employees of the Company and Affiliated Companies who become or may subsequently become eligible to participate in the Ensco Multinational Savings Plan on

or after January 1, 2009, or would otherwise become or subsequently become eligible to participate in the Ensco Multinational Savings Plan on or after January 1, 2009 but for the fact that any such employee is not working outside the country of the employee's permanent residence, (iii) amend, effective January 1, 2008, Section 3.2 of the Plan to provide that an employer shall make additional matching contributions as of the last day of any plan year, commencing with the plan year ending December 31, 2008, to the extent the Plan administrator determines that a participant did not receive the same amount of matching contributions to which the participant was entitled for that plan year based on his salary reduction contributions and his annual compensation for that plan year, and (iv) amend, effective January 1, 2008, Section 7.4 of the Plan to provide for the exclusion of all participants and employees of the Company and Affiliated Companies who become or may subsequently become eligible to participate in the Ensco Multinational Savings Plan on or after January 1, 2009, or would otherwise become or subsequently become eligible to participate in the Ensco Multinational Savings Plan on or after January 1, 2009 but for the fact that any such employee is not working outside the country of the employee's permanent residence, from initial or continued eligibility to share in the allocation of any profit sharing contribution (as well as the forfeitures, if any, that may become allocable under Section 7.4 along with such profit sharing contributions) that may be made to the Plan under Section 3.3 for any plan year beginning on or after January 1, 2008;

WHEREAS, final Treasury regulations were issued under Section 415 of the Code which became effective to the Plan as of January 1, 2008 (the "Final 415 Regulations");

WHEREAS, the Company adopted Amendment No. 14 to the revised and restated Plan, to (i) amend, effective January 1, 2008, Article VIII of the Plan to reflect the Final 415 Regulations, and (ii) amend, effective October 1, 2009, Section 22.8 of the Plan to reduce the increments by which participants can select investment funds from ten percent to the lowest increment determined from time to time by the administrator of the Plan and to reduce the limitation on the portion of a participant's individual account that may be invested in Fund 5; and

WHEREAS, the Company now desires to adopt this Amendment No. 15 to the revised and restated Plan, to (i) amend, effective January 1, 2008, Section 4.1 of the Plan to reflect the change made to the Code by the provisions of the Worker, Retiree, and Employer Recovery Act of 2008 which provide that the correction of excess elective deferrals by distribution for taxable years beginning after December 31, 2007 shall not require the distribution of gap period income, i.e., earnings attributable to such distributed amounts after the end of the taxable year through the date prior to the date of distribution, (ii) amend Sections 4.3 and 5.2 of the Plan, as amended, to reflect the provisions of the Pension Protection Act of 2006 which provide that the correction of excess salary reduction contributions and excess matching contributions by distribution for plan years beginning after December 31, 2007 shall not require the distribution of gap period income, i.e., earnings attributable to such distributed amounts after the end of the plan year through the date prior to the date of distribution, and (iii) amend, effective for distributions after December 31, 2006, Section 15.2 of the Plan, as amended, to reflect the provisions of the Pension Protection Act of 2006 which specify the content and timing requirements for notices required to be provided to participants regarding their distribution election rights under the Plan;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Company hereby adopts the following Amendment No. 15 to the Plan:

1. The second paragraph of Section 4.1 of the Plan is hereby amended and replaced, effective January 1, 2008, by the following three paragraphs to read as follows:

If the Salary Reduction Contributions made pursuant to Section 3.1(a) on behalf of a Participant for a taxable year exceed the Annual Deferral Limitation for that year, the amount of such excess shall be referred to as "Excess Elective Deferrals." Excess Elective Deferrals (adjusted for the income or loss attributable to such excess amount) shall be distributed to the Participant not later than the April 15 immediately following the taxable year of the Participant for which the Excess Elective Deferrals were made to the Plan. The Administrator shall reduce the amount of the Excess Elective Deferrals for a taxable year distributable to the Participant under this Section 4.1 by the amount of Excess Salary Reduction Contributions (as determined under Section 4.3), if any, previously distributed to the Participant for the Year beginning in that taxable year.

For taxable years beginning after December 31, 2005, the Administrator shall determine the net income or net loss to adjust Excess Elective Deferrals up to the date of distribution in the manner described in this paragraph. The income or loss allocable to Excess Elective Deferrals shall be equal to the sum of (i) the income or loss allocable to the Participant's 401(k) Account for the taxable year multiplied by a fraction, the numerator of which shall be the amount of the Participant's Excess Elective Deferrals for the taxable year under this Section 4.1 and the denominator of which shall be the balance of his 401(k) Account without regard to any income or loss occurring during the taxable year and (ii) ten percent of the amount determined under clause (i) multiplied by the number of whole calendar months between the end of the Participant's taxable year and the date of distribution of the Excess Elective Deferrals, counting the month of distribution of the Excess Elective Deferrals if the distribution occurs after the 15 th of such month. The Administrator may, in its discretion, determine to use any other reasonable method for computing the income or loss attributable to Excess Elective Deferrals, provided that the method (i) does not violate Section 401(a)(4) of the Code, (ii) is used consistently for all Participants and for all corrective distributions under the Plan for the taxable year, and (iii) is used by the Plan for allocating income or loss to Participants' Individual Accounts. In adjusting a Participant's Excess Elective Deferrals for the income or loss attributable to such Excess Elective Deferrals made in taxable years after December 31, 2007, the income or loss for the "gap period" shall not be considered.

For taxable years beginning before January 1, 2006, the Administrator shall determine the net income or net loss in the same manner as described in Section 4.3 for Excess Salary Reduction Contributions, except the numerator of the allocation fraction shall be the amount of the Participant's Excess Elective Deferrals for the taxable year under this Section 4.1 and the denominator of the allocation fraction shall be the balance of the Participant's 401(k) Account attributable to Salary Reduction Contributions as of the end of the taxable year [without regard to the net income or net loss for the taxable year on that portion of the Participant's 401(k) Account]; provided, however, if there is a loss attributable to such excess amount, the amount of the distribution adjusted for such loss shall be limited to an amount which does not exceed the lesser of (i) the balance of the Participant's 401(k) Account or (ii) the Salary Reduction Contributions made on behalf of the Participant for that taxable year. In adjusting a Participant's Excess Elective Deferrals for the income or loss attributable to such Excess Elective Deferrals,

the income or loss attributable to such excess deferrals for the "gap period" shall not be considered.

2. The third and fourth paragraphs of Section 4.3 of the Plan, as amended, are hereby amended and replaced, effective January 1, 2008, by the following three paragraphs to read as follows:

Except as determined otherwise by the Administrator pursuant to this paragraph, the income or loss attributable to the portion of the Excess Salary Reduction Contributions for any Year beginning after December 31, 2005 that are to be distributed to a Highly Compensated Employee hereunder shall be determined by multiplying the amount of the income or loss allocable to the Participant's 401(k) Account for the Year by a fraction, the numerator of which is the portion of the Excess Salary Reduction Contributions for the Year that are to be distributed to that Participant and the denominator of which is the sum of the balance of the Participant's 401(k) Account as of the first day of the Year and any Salary Reduction Contributions allocated to the Participant's 401(k) Account for that Year. The Administrator may, in its discretion, determine to use any other reasonable method for computing the income or loss attributable to Excess Salary Reduction Contributions, provided that the method (i) does not violate Section 401(a)(4) of the Code, (ii) is used consistently for all Participants and for all corrective distributions under the Plan for the Year, and (iii) is used by the Plan for allocating income or loss to Participants' Individual Accounts. The Plan shall not be considered to fail to use a reasonable method for computing the income or loss attributable to Excess Salary Reduction Contributions merely because the income or loss attributable to Excess Salary Reduction Contributions is determined on a date that is no more than seven days before the date of distribution of such Excess Salary Reduction Contributions.

In adjusting a Participant's Excess Salary Reduction Contributions for the income or loss attributable to such Excess Salary Reduction Contributions for the Years beginning January 1, 2006 and January 1, 2007, the income or loss attributable to such excess contributions for the "gap period" shall be considered. For purposes of this Section 4.3, "gap period" shall mean the period beginning with the first day of the Year next following the Year for which the Excess Salary Reduction Contributions were made on behalf of the Participant and ending on the date of distribution of such Excess Salary Reduction Contributions. The Administrator may, in its discretion, determine to use the safe harbor method to determine income or loss attributable to Excess Salary Reduction Contributions for the gap period under which the income or loss attributable to Excess Salary Reduction Contributions for the gap period shall be equal to ten percent of the income or loss attributable to Excess Salary Reduction Contributions for the Year that would be determined under the immediately preceding paragraph, multiplied by the number of calendar months that have elapsed since the end of that Year. For purposes of calculating the number of calendar months that have elapsed under this safe harbor method, a corrective distribution that is made on or before the 15 th day of a month shall be treated as made on the last day of the preceding month and a corrective distribution that is made after the 15 th day of a month shall be treated as made on the last day of that month. The Administrator may, however, in its discretion determine the income or loss attributable to Excess Salary Reduction Contributions for the aggregate of the Year for which the Excess Salary Reduction Contributions were made and the gap period following that Year, by applying the standard method described in the immediately preceding paragraph to this aggregate period, which shall be accomplished by

(i) substituting the income or loss for that Year and that gap period for the income or loss for that Year, and (ii) substituting the amounts taken into account under the Actual Deferral Percentage test for that Year and that gap period in determining the fraction that is multiplied by that income or loss.

For Years beginning before January 1, 2006, the income or loss attributable to the portion of the Excess Salary Reduction Contributions that are to be distributed to a Highly Compensated Employee hereunder shall be determined by multiplying the amount of the income or loss allocable to the Participant's 401(k) Account for the Year by a fraction, the numerator of which is the portion of the Excess Salary Reduction Contributions for the Year that are to be distributed to that Participant and the denominator of which is the balance of his 401(k) Account on the last day of the Year after adjustment as of such date under Section 7.2. In adjusting a Participant's Excess Salary Reduction Contributions for the income or loss attributable to such excess contributions, the income or loss attributable to such excess contributions for the "gap period" as defined in this Section 4.3 shall not be considered.

3. The third and fourth paragraphs of Section 5.2 of the Plan, as amended, are hereby amended and replaced, effective January 1, 2008, by the following three paragraphs to read as follows:

Except as determined otherwise by the Administrator pursuant to this paragraph, the income or loss attributable to the portion of the Excess Matching Contributions for any Year beginning after December 31, 2005 that are to be distributed to a Highly Compensated Employee or forfeited from his Employer Account hereunder shall be determined by multiplying the amount of the income or loss allocable to the Participant's Employer Account for the Year by a fraction, the numerator of which is the portion of the Excess Matching Contributions for the Year that are to be distributed to that Participant or forfeited from his Employer Account and the denominator of which is the sum of the balance of the Participant's Employer Account as of the first day of the Year and any Matching Contributions allocated to the Participant's Employer Account for that Year. The Administrator may, in its discretion, determine to use any other reasonable method for computing the income or loss attributable to Excess Matching Contributions, provided that the method (i) does not violate Section 401(a)(4) of the Code, (ii) is used consistently for all Participants and for all corrective distributions and forfeitures under the Plan for the Year, and (iii) is used by the Plan for allocating income or loss to Participants' Individual Accounts. The Plan shall not be considered to fail to use a reasonable method for computing the income or loss attributable to Excess Matching Contributions merely because the income or loss attributable to Excess Matching Contributions is determined on a date that is no more than seven days before the date of distribution or forfeiture of such Excess Matching Contributions.

In adjusting a Participant's Excess Matching Contributions for the income or loss attributable to such Excess Matching Contributions for the Years beginning January 1, 2006 and January 1, 2007, the income or loss attributable to such excess contributions for the "gap period" shall be considered. For purposes of this Section 5.2, "gap period" shall mean the period beginning with the first day of the Year next following the Year for which the Excess Matching Contributions were made on behalf of the Participant and ending on the date of distribution or forfeiture of such Excess Matching Contributions. The Administrator may, in its discretion,

determine to use the safe harbor method to determine income or loss attributable to Excess Matching Contributions for the gap period under which the income or loss attributable to Excess Matching Contributions for the gap period shall be equal to ten percent of the income or loss attributable to Excess Matching Contributions for the Year that would be determined under the immediately preceding paragraph, multiplied by the number of calendar months that have elapsed since the end of that Year. For purposes of calculating the number of calendar months that have elapsed under this safe harbor method, a corrective distribution or forfeiture that is made on or before the 15 th day of a month shall be treated as made on the last day of the preceding month and a corrective distribution or forfeiture that is made after the 15 th day of a month shall be treated as made on the last day of that month. The Administrator may, however, in its discretion determine the income or loss attributable to Excess Matching Contributions for the aggregate of the Year for which the Excess Matching Contributions were made and the gap period following that Year, by applying the standard method described in the immediately preceding paragraph to this aggregate period, which shall be accomplished by (i) substituting the income or loss for that Year and that gap period for the income or loss for that Year, and (ii) substituting the amounts taken into account under the Contribution Percentage test for that Year and that gap period in determining the fraction that is multiplied by that income or loss.

For Years beginning before January 1, 2006, the income or loss attributable to the portion of the Excess Matching Contributions for a Year that are to be distributed to a Highly Compensated Employee or forfeited from his Employer Account hereunder shall be determined by multiplying the amount of the income or loss allocable to the Participant's Employer Account for the Year by a fraction, the numerator of which is the portion of the Excess Matching Contributions for the Year that are to be distributed to that Participant or forfeited from his Employer Account and the denominator of which is the balance of the Participant's Employer Account on the last day of the Year after adjustment as of such date under Section 9.2. In adjusting a Participant's Excess Matching Contributions for the income or loss attributable to such excess contributions, the income or loss attributable to such excess contributions for the "gap period" as defined in this Section 5.2 shall not be considered.

4. Section 15.2 of the Plan, as amended, is hereby amended, effective January 1, 2007, by adding the following sentences to the end thereof to read as follows:

Effective for any Notice required by this Section 15.2 to be provided after December 31, 2006 by the Administrator to any Participant or Former Participant of the right to defer any distribution until his Required Beginning Date, such Notice must also notify the Participant or Former Participant of the consequences of failing to defer such receipt. Effective January 1, 2007, the 90-day period specified in this Section 15.2 shall automatically be revised to 180 days.

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officers, has caused this Amendment No. 15 to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

By: /s/ Cary A. Moomjian, Jr.
Name: Cary A. Moomjian, Jr.
Title: Vice President

Exhibit 10.7

AMENDMENT NO. 16
TO THE
ENSCO SAVINGS PLAN
(As Revised and Restated Effective January 1, 1997)

THIS AMENDMENT NO. 16, executed this 22nd day of December, 2009 by Ensco International Incorporated, having its principal office in Dallas, Texas (hereinafter referred to as the "Company"), and effective as of December 23, 2009 (or, if different, the effective date of the merger between the Company and Ensco Newcastle LLC).

WITNESSETH:

WHEREAS, the Company revised and restated the Ensco Savings Plan (the "Plan"), effective January 1, 1997, except for certain provisions for which another effective date was subsequently provided elsewhere in the terms of the Plan, to (i) incorporate the prior amendments to the Plan, (ii) incorporate such other provisions as were necessary due to the merger of the Penrod Thrift Plan and the Dual 401(k) Plan into the Plan, (iii) clarify the definition of "annual compensation" used for nondiscrimination testing under Sections 401(k) and 401(m) of the Code, and (iv) bring the Plan into compliance with the Internal Revenue Code of 1986, as amended (the "Code"), as modified by the Small Business Job Protection Act of 1996, the General Agreement on Tariffs and Trade under the Uruguay Round Agreements Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998, and the Community Renewal Tax Relief Act of 2000, as well as all applicable rules, regulations and administrative pronouncements enacted, promulgated or issued since the date the Plan was last restated;

WHEREAS, the Company adopted Amendment No. 1 to the revised and restated Plan, effective January 1, 2002, to reflect the proposed Treasury regulations (the "Proposed Regulations") issued under Section 401(a)(9) of Code;

WHEREAS, the Company adopted Amendment No. 2 to the revised and restated Plan, effective as of January 1, 2002, except as specifically otherwise in Amendment No. 2, to (i) reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") which generally became applicable to the Plan effective as of January 1, 2002, and (ii) constitute good faith compliance with the requirements of EGTRRA;

WHEREAS, the Pension and Welfare Benefits Administration of the Department of Labor issued final regulations establishing new standards for processing benefit claims of participants and beneficiaries under Section 15.6 of the Plan which have been clarified by further guidance from the Pension and Welfare Benefits Administration (collectively the "Final Claims Procedure Regulations");

WHEREAS, the Proposed Regulations for which the revised and restated Plan was amended by Amendment No. 1 were replaced by final Treasury regulations that were issued

April 17, 2002 under Section 401(a)(9) of the Code relating to required minimum distributions under Section 15.4 of the Plan (the "Final Required Minimum Distribution Regulations");

WHEREAS, the Company acquired Chiles Offshore Inc. ("Chiles"), effective August 7, 2002, pursuant to a merger agreement among the Company, Chore Acquisition, Inc. ("Chore"), a wholly-owned subsidiary of the Company, and Chiles, whereby Chiles was merged with and into Chore, with Chore being the surviving company and continuing to exist as a wholly-owned subsidiary of the Company and the successor sponsor to Chiles of the Chiles Offshore Inc. 401(k) Retirement Savings Plan (the "Chiles 401(k) Plan");

WHEREAS, the employees of Chiles that continued as employees of a subsidiary of the Company on and after August 7, 2002 continued to be eligible to participate in the Chiles 401(k) Plan through September 30, 2002 and then became eligible to participate in the Plan effective October 1, 2002;

WHEREAS, the Chiles 401(k) Plan was merged into the Plan effective October 1, 2002 and the assets of the Chiles 401(k) Plan were transferred on October 1, 2002 from the trust established pursuant to the Chiles 401(k) Plan to the trust established pursuant to the Plan;

WHEREAS, the Company adopted Amendment No. 3 to the revised and restated Plan, effective as of October 1, 2002, unless specifically provided otherwise in Amendment No. 3, to, among other things, (i) revise Section 15.6 of the Plan to provide that the administrator of the Plan shall process benefit claims of participants and beneficiaries pursuant to the claims procedure specified in the summary plan description for the Plan which shall comply with the Final Claims Procedure Regulations, as may be amended from time to time, (ii) reflect the Final Required Minimum Distribution Regulations by amending Section 15.4 of the Plan consistent with the Model Amendment provided by the Internal Revenue Service in Rev. Proc. 2002-29, (iii) permit participation in the Plan on October 1, 2002 (the "Date of Participation") by all employees of Chiles who are both eligible to participate in the Chiles 401(k) Plan as of September 30, 2002 and are employed by the Company or a subsidiary of the Company on October 1, 2002, (iv) provide all employees of Chiles who begin to participate in the Plan as of the Date of Participation with credit for all actual service with Chiles for purposes of the eligibility and vesting provisions of the Plan, (v) provide that any participant in the Chiles 401(k) Plan who has credit under the Chiles 401(k) Plan for at least three years of vesting service as of the Date of Participation shall continue to vest under the Plan in his account balance in the Plan pursuant to the vesting schedule contained in the Chiles 401(k) Plan, (vi) provide that any participant in the Chiles 401(k) Plan who has credit under the Chiles 401(k) Plan for two years of vesting service as of the Date of Participation shall remain 40% vested in his account balance in the Plan but, subsequent to the Date of Participation, shall continue to vest in his account balance in the Plan pursuant to the vesting schedule of the Plan, (vii) provide that any participant in the Chiles 401(k) Plan who has credit under the Chiles 401(k) Plan for one year of vesting service as of the Date of Participation shall remain 20% vested in his account balance in the Plan but, subsequent to the Date of Participation, shall continue to vest in his account balance in the Plan pursuant to the vesting schedule of the Plan, (viii) provide that any participant in the Chiles 401(k) Plan as of the Date of Participation shall become fully vested in his account balance in the Plan as of the date he has both attained age 55 and received credit under the Plan for at least five years of vesting service, and (ix) provide that any participant in the Chiles 401(k) Plan as of the

Date of Participation shall be eligible for an in-service withdrawal from the Plan under Section 15.5(c) of the Plan once every six months after he has attained 59 1/2;

WHEREAS, the Company adopted Amendment No. 4 to the revised and restated Plan to retroactively amend the definition of Profit Sharing Entry Date in Section 1.16 of the Plan to conform the terms of Section 1.16 of the Plan to the actual operation of the Plan as authorized by Section 2.07(3) of Appendix B to Rev. Proc. 2002-47;

WHEREAS, the Company adopted Amendment No. 5 to the revised and restated Plan to (i) reduce the service requirement to become eligible to participate in the 401(k) feature of the Plan, (ii) revise the requirements for an election to participate in the 401(k) feature of the Plan and for subsequent amendments to a salary reduction agreement, and (iii) increase the maximum deferral percentage that may be elected under a salary reduction agreement;

WHEREAS, EGTRRA amended Section 401(a)(31)(B) of the Code to require that mandatory distributions of more than $1,000 from the Plan be paid in a direct rollover to an individual retirement plan as defined in Sections 408(a) and (b) of the Code if the distributee does not make an affirmative election to have the amount paid in a direct rollover to an eligible retirement plan or to receive the distribution directly and I.R.S. Notice 2005-5 provides that this provision becomes effective to the Plan for distributions on or after March 28, 2005;

WHEREAS, the Company adopted Amendment No. 6 to the revised and restated Plan (i) effective as of September 1, 2005, to increase the normal retirement age under the Plan from age 60 to age 65, and (ii) effective as of March 28, 2005, to comply with the provisions of Section 401(a)(31)(B) of the Code, as amended by EGTRRA and the guidance issued in I.R.S. Notice 2005-5 relating to the application of the new rules in connection with automatic rollovers of certain mandatory distributions;

WHEREAS, the Katrina Emergency Tax Relief Act of 2005 ("KETRA") amended the Code to immediately authorize tax-favored withdrawals and special provisions for loans from qualified retirement plans to provide relief relating to Hurricane Katrina;

WHEREAS, the Company adopted Amendment No. 7 to the revised and restated Plan, effective as of October 3, 2005, to provide temporary relief to certain participants and related individuals affected by Hurricane Katrina in the form of (i) hardship withdrawals from the Plan, and (ii) modified loan provisions for certain loans from the Plan;

WHEREAS, the Gulf Opportunity Zone Act of 2005 amended the Code to expand the hurricane-related relief provided under KETRA to victims of Hurricane Rita and Hurricane Wilma;

WHEREAS, the Company adopted Amendment No. 8 to the revised and restated Plan to provide temporary relief to certain participants and related individuals affected by Hurricane Rita and/or Hurricane Wilma in the form of (i) hardship withdrawals from the Plan, and (ii) modified loan provisions for certain loans from the Plan;

WHEREAS, the Company adopted Amendment No. 9 to the revised and restated Plan, effective January 1, 2007, to reduce the service requirement to become eligible to participate in

the profit sharing feature of the Plan with respect to employees who are employed or reemployed after December 31, 2006;

WHEREAS, the Department of Treasury issued final regulations under Sections 401(k) and 401(m) of the Code which generally became applicable to the Plan effective as of January 1, 2006 (collectively the "Final 401(k)/401(m) Regulations");

WHEREAS, the Company adopted Amendment No. 10 to the revised and restated Plan (i) effective as of January 1 2006, to reflect the Final 401(k)/401(m) Regulations and to constitute good faith compliance with the Final 401(k)/(m) Regulations and (ii) effective as of January 1, 2007, to exclude Carl F. Thorne from further participation in the profit sharing feature of the Plan;

WHEREAS, the Company adopted Amendment No. 11 to the revised and restated Plan, effective January 1, 2008, to (i) clarify that certain highly compensated employees are not permitted to amend their salary reduction contribution elections for a year during the year, and (ii) amend the vesting schedule in Section 14.2 of the Plan;

WHEREAS, the Pension Protection Act of 2006 requires participant-directed individual account plans to provide quarterly benefit statements to the plans' participants providing certain specific information;

WHEREAS, the Department of Labor issued final regulations relating to qualified default investment alternatives in participant-directed individual account plans which may become applicable to a plan effective on or after December 24, 2007 (the "Qualified Default Investment Alternatives Regulations");

WHEREAS, the Company adopted Amendment No. 12 to the revised and restated Plan, to (i) amend, effective as of January 1, 2008, the investment funds specified in Section 1.24 of the Plan available for participant direction of investment, (ii) amend, effective June 1, 2008, Section 1.24 and Section 22.8 of the Plan to provide a limitation on the portion of a participant's individual account that may be invested in Fund 5, (iii) amend, effective June 1, 2008, Section 3.1 of the Plan to provide for automatic enrollments, (iv) amend, effective as of January 1, 2007, Section 10.2 and Section 22.8 of the Plan to comply with the quarterly benefit statement requirements of the Pension Protection Act of 2006, (v) amend, effective June 1, 2008, Section 15.11 of the Plan to provide for eligible rollover distributions by non-spousal beneficiaries as permitted by the Pension Protection Act of 2006, and (vi) amend, effective June 1, 2008, Section 22.8 and Section 22.10 of the Plan to change the default investment fund and to specify related procedures in compliance with the Qualified Default Investment Alternatives Regulations governing the investment of the individual account of new participants with an employment or re-employment commencement date after May 31, 2008 who fail to affirmatively direct the investment of their individual accounts;

WHEREAS, the Company adopted Amendment No. 13 to the revised and restated Plan, to (i) amend, effective as of February 1, 2009, the investment funds specified in Section 1.24 of the Plan available for participant direction of investment, (ii) amend, effective January 1, 2009, except as otherwise specifically provided therein to the contrary, Article II and

Section 3.1(b)(iv) of the Plan to provide for the exclusion from initial or continued eligibility to participate in the Plan of all employees of the Company and Affiliated Companies who become or may subsequently become eligible to participate in the Ensco Multinational Savings Plan on or after January 1, 2009, or would otherwise become or subsequently become eligible to participate in the Ensco Multinational Savings Plan on or after January 1, 2009 but for the fact that any such employee is not working outside the country of the employee's permanent residence, (iii) amend, effective January 1, 2008, Section 3.2 of the Plan to provide that an employer shall make additional matching contributions as of the last day of any plan year, commencing with the plan year ending December 31, 2008, to the extent the Plan administrator determines that a participant did not receive the same amount of matching contributions to which the participant was entitled for that plan year based on his salary reduction contributions and his annual compensation for that plan year, and (iv) amend, effective January 1, 2008, Section 7.4 of the Plan to provide for the exclusion of all participants and employees of the Company and Affiliated Companies who become or may subsequently become eligible to participate in the Ensco Multinational Savings Plan on or after January 1, 2009, or would otherwise become or subsequently become eligible to participate in the Ensco Multinational Savings Plan on or after January 1, 2009 but for the fact that any such employee is not working outside the country of the employee's permanent residence, from initial or continued eligibility to share in the allocation of any profit sharing contribution (as well as the forfeitures, if any, that may become allocable under Section 7.4 along with such profit sharing contributions) that may be made to the Plan under Section 3.3 for any plan year beginning on or after January 1, 2008;

WHEREAS, final Treasury regulations were issued under Section 415 of the Code which became effective to the Plan as of January 1, 2008 (the "Final 415 Regulations");

WHEREAS, the Company adopted Amendment No. 14 to the revised and restated Plan, to (i) amend, effective January 1, 2008, Article VIII of the Plan to reflect the Final 415 Regulations, and (ii) amend, effective October 1, 2009, Section 22.8 of the Plan to reduce the increments by which participants can select investment funds from ten percent to the lowest increment determined from time to time by the administrator of the Plan and to reduce the limitation on the portion of a participant's individual account that may be invested in Fund 5;

WHEREAS, the Company adopted Amendment No. 15 to the revised and restated Plan, to (i) amend, effective January 1, 2008, Section 4.1 of the Plan to reflect the change made to the Code by the provisions of the Worker, Retiree, and Employer Recovery Act of 2008 which provide that the correction of excess elective deferrals by distribution for taxable years beginning after December 31, 2007 shall not require the distribution of gap period income, i.e., earnings attributable to such distributed amounts after the end of the taxable year through the date prior to the date of distribution, (ii) amend Sections 4.3 and 5.2 of the Plan, as amended, to reflect the provisions of the Pension Protection Act of 2006 which provide that the correction of excess salary reduction contributions and excess matching contributions by distribution for plan years beginning after December 31, 2007 shall not require the distribution of gap period income, i.e., earnings attributable to such distributed amounts after the end of the plan year through the date prior to the date of distribution, and (iii) amend, effective for distributions after December 31, 2006, Section 15.2 of the Plan, as amended, to reflect the provisions of the Pension Protection Act of 2006 which specify the content and timing requirements for notices required to be provided to participants regarding their distribution election rights under the Plan;

WHEREAS, the board of directors of the Company and the stockholders of the Company have approved the adoption of the Agreement and Plan of Merger and Reorganization (the "Merger Agreement") by and between the Company and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of the Company, pursuant to which Ensco Mergeco will merge (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Ensco Cayman;

WHEREAS, Ensco Cayman will become, in connection with the Merger, a wholly-owned subsidiary of ENSCO International Limited, a newly formed private limited company incorporated under English law which, prior to the effective time of the Merger, will re-register as a public limited company named "Ensco International plc" ("Ensco UK");

WHEREAS, pursuant to the Merger Agreement, each issued and outstanding share of the common stock of the Company will be converted into the right to receive one American depositary share (each an "ADS" and collectively, the "ADSs"), which represents one Class A ordinary share of Ensco UK and is evidenced by an American depositary receipt; and

WHEREAS, the Company now desires to adopt this Amendment No. 16 to the revised and restated Plan to amend, effective as of December 23, 2009 (or, if different, the effective date of the Merger), (i) Section 1.10 of the Plan to define "Ensco ADS" instead of "Company Stock," (ii) Section 1.14 of the Plan to prohibit any Affiliated Company that is a UK or English company from becoming an Employer under the Plan, (iii) the fund listed as Fund 5 in Section 1.24 of the Plan to mean the Ensco ADS Fund, (iv) Section 21.6 of the Plan to reflect the voting rights and procedures in connection with the ADSs and the underlying Shares (as defined in such section), (v) Section 21.7 of the Plan to reflect certain concepts under English law related to offers as described in such section, (vi) Section 22.10 of the Plan to specifically provide that each share of Common Stock held by the Trust Fund on the effective date of the Merger was converted into one ADS, pursuant to the Merger Agreement, and (vii) to make such other conforming changes to the Plan as determined necessary;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Company hereby adopts the following Amendment No. 16 to the Plan:

1. Section 1.10 of the Plan is hereby amended to read as follows:

Sec. 1.10 Ensco ADS means an American depository share, evidenced by an American depositary receipt, which represents a Class A ordinary share in Ensco International plc, a company incorporated under English law which wholly owns the Company. Except with respect to the Section 21.6, Section 21.7 and the second paragraph of Section 22.10, references (specific or otherwise) to shares of Company Stock in the Plan, as amended, shall be read and considered to be references to Ensco ADSs and all references (specific or otherwise) to "stockholders of the Company" shall be read and considered to be references to holders of Ensco ADSs, and all provisions of the Plan shall be consistently interpreted and applied.

2. Section 1.14 of the Plan is hereby amended to read as follows:

Sec. 1.14 Employer means the Company and any other Affiliated Company, with respect to its Employees, provided such Affiliated Company is designated by the governing body of the Company as an Employer under the Plan and whose designation as such has become effective and has continued in effect; provided, however, that no Affiliated Company that is either a UK company or an English company shall become an Employer. The designation shall become effective only when it shall have been accepted by the governing body of the Employer. An Employer may revoke its acceptance of such designation at any time, but until such acceptance has been revoked, all of the provisions of the Plan and amendments thereto shall apply to the Employees of the Employer. In the event the designation of the Employer as such is revoked by the governing body of the Employer, such revocation will not be deemed a termination of the Plan.

3. The fund designated in Section 1.24 of the Plan as Fund 5 is hereby amended by changing the name of the fund designated as Fund 5 in Section 1.24 of the Plan from "Company Stock Fund" to "Ensco ADS Fund."

4. Subparagraphs (ii) and (iii) of the first paragraph of Section 8.2(f) of the Plan, as amended, are hereby amended to read as follows:

(ii) amounts realized under Section 83 of the Code from the exercise of a non-qualified share option [which is an option other than a statutory option defined in Treas. Reg. §1.421-1(b)], or when restricted shares (or property) held by an Employee either become freely transferable or are no longer subject to a substantial risk of forfeiture within the meaning of Section 83 of the Code;

(iii) amounts realized from the sale, exchange or other disposition of shares acquired under a statutory share option [as defined in Treas. Reg. §1.421-1(b)]; and

5. The reference to "stockholders" in Section 19.1 of the Plan is hereby changed to "shareholders."

6. Section 21.6 of the Plan is hereby amended to read as follows:

Sec. 21.6 Voting of Ensco ADSs . The Trustee shall, upon receipt of notice to it of any meeting at which the holders of the Class A ordinary shares in Ensco International plc (the "Shares") are entitled to vote, promptly send (or cause a third party to send, at the expense of the Company) each Participant and Former Participant a copy of the proxy solicitation materials, together with a form requesting confidential voting instructions to the Trustee regarding the Ensco ADSs allocated to his Individual Account. Each Participant and Former Participant shall be entitled to direct the Trustee as to the manner in which the Trustee is to instruct the depositary for the Ensco ADSs (the "Depositary") to vote (or, if applicable, cause the custodian appointed by the Depositary (the "Custodian") to vote) all Ensco ADSs (including fractional ADSs) allocated to his Individual Account, provided he delivers instructions to the Trustee directing it how to instruct the Depositary (or the Custodian, if applicable) to vote Ensco ADSs at least five business days prior to the date such vote shall be required (or such other period of time as may be required by the Trustee). In the event a Participant or Former Participant delivers conflicting

instructions, the instructions delivered last in time shall control. In the event a Participant or Former Participant fails to deliver such instructions, the Trustee shall instruct the Depositary to vote, or cause the Custodian to vote, such Ensco ADSs proportionately to the ratio of the votes of the Participants and Former Participants who have delivered voting instructions to the Trustee. Voting instructions may be given only in respect of a number of Ensco ADSs representing an integral number of the Shares. All instructions shall be maintained by the Trustee to safeguard the confidentiality of the instructions.

7. Section 21.7 of the Plan is hereby amended to read as follows:

Sec. 21.7 Tender and Exchange Offers . The provisions of this section 21.7 shall apply in the event that a tender offer (as defined below) is made for the Ensco ADSs or underlying Shares or an offer to exchange securities (as defined below) for the Ensco ADSs (or the Shares) which are subject to the U.S. Securities Act of 1933, as amended, is made.

(a) Definitions . A tender offer and an exchange offer or offer to exchange shall have the meanings set forth below:

(i) an offer that is subject to Section 14(d)(1) of the U.S. Securities Exchange Act of 1934, as amended; and

(ii) a “takeover offer” as defined in Section 974 of the UK Companies Act 2006 and if, at the relevant time, the Company is subject to the UK City Code on Takeovers and Mergers, an “offer” (as defined therein).

(b) Notice and Directions . Upon such a tender or exchange offer occurring, the Company and the Trustee shall utilize their best efforts to notify each affected Participant and Former Participant and to cause to be distributed to him such information as will be distributed to the holders of the Ensco ADSs or the Shares, whichever shall apply, generally in connection with any such tender or exchange offer and a form by which the Participant or Former Participant may direct the Trustee in writing as to what action, as set forth below, to take on behalf of that Participant or Former Participant with respect to the Ensco ADSs allocated to his Individual Account under the Plan or, if applicable, the Shares represented by such Ensco ADSs. If the Trustee does not receive such written directions from a Participant or Former Participant, the Trustee shall not tender or deliver in acceptance of the exchange offer any of the Ensco ADSs (or surrender the Ensco ADSs in connection with a tender or exchange offer over the Shares) held in that Participant’s or Former Participant’s Individual Account.

(c) Cash Tender Offer — Ensco ADSs . In connection with a cash tender offer for Ensco ADSs, a Participant or Former Participant may direct the Trustee to tender any or all Ensco ADSs held in the Participant’s or Former Participant’s Individual Account. Any cash received by the Trustee as a result of such tender shall be invested by the Trustee in such short-term interest bearing investments as it deems appropriate pending direction from Participants and Former Participants regarding the reinvestment of such cash in the Investment Funds then available under the Plan.

(d) Exchange Offer — Ensco ADSs . In connection with an exchange offer for Ensco ADSs, a Participant or Former Participant may direct the Trustee to deliver in acceptance of the exchange offer any or all Ensco ADSs held in the Participant's or Former Participant's Individual Account. Any property received by the Trustee in connection with such exchange shall be held by the Trustee in separate accounts for the affected Participants and Former Participants pending directions from them regarding the reinvestment of such property in the Investment Funds that are available under the Plan.

(e) Tender and Exchange Offer — Ensco ADSs . In connection with a combination tender and exchange offer for Ensco ADSs, a Participant or Former Participant may direct the Trustee to tender and deliver in acceptance of the exchange offer any or all Ensco ADSs held in the Participant's or Former Participant's Individual Account with any cash received by the Trustee as a result of such tender treated as provided in subsection (c) above and any property received by the Trustee in connection with the exchange treated as provided in subsection (d) above.

(f) Cash Tender Offer — Shares . In connection with a cash tender offer for Shares, a Participant or Former Participant may direct the Trustee to surrender to the Depositary any or all Ensco ADSs held in the Participant's or Former Participant's Individual Account and withdraw the Shares and then deliver the Shares in acceptance of the tender offer. Any cash received by the Trustee as a result of such tender shall be invested as provided in subsection (c) above.

(g) Exchange Offer — Shares . In connection with an exchange offer for Shares, a Participant or Former Participant may direct the Trustee to surrender to the Depositary any or all Ensco ADSs held in the Participant's or Former Participant's Individual Account and withdraw the Shares, and then deliver the Shares in acceptance of the exchange offer. Any property received by the Trustee in connection with such exchange shall be held by the Trustee as provided in subsection (d) above.

(h) Tender and Exchange Offer — Shares . In connection with a combination tender and exchange offer for Shares, a Participant or Former Participant may direct the Trustee to surrender to the Depositary any or all Ensco ADSs held in the Participant's or Former Participant's Individual Account and withdraw the Shares, and tender and deliver the Shares in acceptance of the exchange offer. Any cash received by the Trustee as a result of such tender shall be invested as provided in subsection (c) above and any property received by the Trustee in connection with the exchange shall be held by the Trustee as provided in subsection (d) above.

(i) Revocation of Directions . A tender or exchange offer direction given by a Participant or Former Participant may be revoked by the Participant or Former Participant by completion of the form prescribed therefor by the Administrator, provided such form is filed with the Trustee at least two business days prior to the withdrawal-date-deadlines provided for in the regulations with respect to tender or exchange offers prescribed by the Securities and Exchange Commission or other applicable law.

(j) Best Efforts. The Trustee shall use its best efforts to effect on a uniform and nondiscriminatory basis the sale or exchange of the Ensco ADSs or the Shares, as applicable, as directed by the Participants and Former Participants. However, neither the Administrator, the Committee nor the Trustee insures that all or any part of the Ensco ADSs or the Shares directed by a Participant or Former Participant to be tendered or exchanged will be accepted under the tender or exchange offer. Any such Ensco ADSs (including the Ensco ADSs related to a tender or exchange offer for the Shares) not so accepted shall remain in the Participant's or Former Participant's Individual Account and the Participant or Former Participant shall continue to have the same rights with respect to such Ensco ADSs as he had immediately prior to the Trustee's tendering of the Ensco ADSs or the Shares.

(k) Conditional Obligations of the Trustee. Any obligation belonging to the Trustee under the foregoing provisions of this Section 21.7 is conditional upon the tender offer or exchange offer:

(i) not conflicting with, constituting a breach of, or contravening any law, regulation, directive, judgment or order of any legislative, governmental or supervisory body of the United Kingdom or the European Union; and

(ii) being carried out in compliance with any requirement to file a prospectus or other filing with, or obtain prior consent, approval, authorization from, or a license, order, registration, qualification or decree of any court or governmental authority or agency or supervisory body.

If the conditions above are not met, the Trustee will not be required to perform such obligation.

If a tender or exchange offer is made, the Administrator shall adopt such rules, prescribe the use of such special administrative forms and procedures, delegate such authority, take such action and execute such instruments or documents and do every other act or thing as shall be necessary or in its judgment proper for the implementation of this Section 21.7. All instructions from Participants and Former Participants regarding a tender or exchange offer shall be maintained by the Trustee to safeguard the confidentiality of the instructions.

Notwithstanding anything in the Plan to the contrary, in administering the tendering or exchange of Ensco ADSs or Shares pursuant to the applicable provisions of the Plan, it is intended that the confidentiality of the tenders or exchanges, as the case may be, made by Participants or Former Participants pursuant to the provisions of the Plan shall be maintained by the Trustee as may be contemplated by applicable law.

8. Section 22.10 of the Plan is hereby amended by adding the following new paragraph to the end thereof to read as follows:

The stockholders of the Company approved and adopted at the Special Meeting of Stockholders on December 22, 2009 the Agreement and Plan of Merger and Reorganization (the "Merger Agreement") by and between the Company and ENSCO Newcastle LLC, a newly

formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of the Company, pursuant to which Ensco Mergeco merged (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Ensco Cayman. Ensco Cayman became, in connection with the Merger, a wholly-owned subsidiary of ENSCO International Limited, a newly formed private limited company incorporated under English law which, prior to the effective time of the Merger, re-registered as a public limited company named "Ensco International plc." Pursuant to the Merger Agreement, each share of Company Stock held by the Trust Fund on the effective date of the Merger, including each such share allocated to the Individual Accounts of each Participant, was converted into one Ensco ADS.

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officers, has caused this Amendment No. 16 to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

By: /s/ Cary A. Moomjian, Jr.
Cary A. Moomjian, Jr.,
Vice President

Exhibit 10.8

AMENDMENT NO. 3 TO THE
ENSCO 2005 SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
(As Amended and Restated Effective January 1, 2005)

THIS AMENDMENT No. 3, executed this 22 nd day of December, 2009 by Ensco International Incorporated, having its principal office in Dallas, Texas (hereinafter referred to as the "Company"), and effective as of December 23, 2009 (or, if different, the effective date of the merger between the Company and Ensco Newcastle LLC).

WITNESSETH:

WHEREAS, effective April 1, 1995, Energy Service Company, Inc. adopted the Energy Service Company, Inc. Select Executive Retirement Plan (the "Original SERP");

WHEREAS, the name of the Company was changed to ENSCO International Incorporated;

WHEREAS, the Company amended and restated the Original SERP, effective January 1, 1997, to (i) provide a discretionary profit sharing contribution, (ii) rename the Original SERP the "ENSCO Supplemental Executive Retirement Plan," and (iii) coordinate the operation of the Original SERP with the ENSCO Savings Plan;

WHEREAS, the Pension and Welfare Benefits Administration of the Department of Labor issued final regulations establishing new standards for processing benefit claims of participants and beneficiaries under Section 8.2 of the Original SERP which were subsequently clarified by further guidance from the Pension and Welfare Benefits Administration (collectively the "Final Claims Procedure Regulations");

WHEREAS, the Company adopted Amendment No. 1 to the amended and restated Original SERP, effective as of January 1, 2002, to revise Section 8.2 of the Original SERP to provide that the administrator of the Original SERP shall process benefit claims of participants and beneficiaries pursuant to the claims procedure specified in the summary plan description for the Original SERP which shall comply with the Final Claims Procedure Regulations, as may be amended from time to time;

WHEREAS, the Company amended and restated the Original SERP, effective as of January 1, 2004;

WHEREAS, the American Jobs Creation Act of 2004 (the "AJCA") enacted new section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), which imposes new rules regarding the timing of elections and distributions under nonqualified deferred compensation plans effective for years beginning after December 31, 2004;

WHEREAS, the Company determined to comply with the AJCA and new section 409A of the Code by freezing the Original SERP and adopting the ENSCO 2005 Supplemental Executive Retirement Plan (the "2005 SERP"), effective January 1, 2005;

WHEREAS, the Board of Directors of the Company (the "Board"), upon recommendation of its Nominating, Governance and Compensation Committee (the

"Committee"), approved Amendment No. 1 to the 2005 SERP during a regular meeting held on November 6, 2007;

WHEREAS, the Board, upon recommendation of the Committee, approved Amendment No. 2 to the 2005 SERP during a regular meeting held on March 10, 2008;

WHEREAS, the Board, upon recommendation of the Committee during its meeting held on November 3-4, 2008, approved the amendment and restatement of the 2005 SERP during a regular meeting held on November 4, 2008;

WHEREAS, the Company adopted the amended and restated 2005 SERP, effective as of January 1, 2005, except as specifically provided otherwise to the contrary therein, in order to (i) facilitate compliance with the final Treasury regulations under section 409A of the Code, and (ii) incorporate the amendments to the 2005 SERP previously made by Amendment No. 1 and Amendment No. 2;

WHEREAS, the Board, upon recommendation of the Committee during its regular meeting held on August 4, 2009, approved Amendment No. 1 to the 2005 SERP, as amended and restated effective January 1, 2005, during a regular meeting held on August 4, 2009;

WHEREAS, the Board, upon recommendation of the Committee during its regular meeting held on November 2, 2009, approved Amendment No. 2 to the 2005 SERP, as amended and restated effective January 1, 2005, during a regular meeting held on November 3, 2009;

WHEREAS, the Board and the stockholders of the Company have approved the adoption of the Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), by and between the Company and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of the Company, pursuant to which Ensco Mergeco will merge (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Ensco Cayman (the "Reorganization");

WHEREAS, Ensco Cayman will become, in connection with the Merger, a wholly-owned subsidiary of ENSCO International Limited, a newly formed private limited company incorporated under English law which, prior to the effective time of the Merger, will re-register as a public limited company named "Ensco International plc" ("Ensco UK");

WHEREAS, pursuant to the Merger Agreement, each issued and outstanding share of the common stock of the Company will be converted into the right to receive one American depositary share, which represents one Class A ordinary share of Ensco UK and is evidenced by an American depositary receipt;

WHEREAS, the Board by its unanimous written consent has approved this Amendment No. 3 to the amended and restated 2005 SERP to be effective as of December 23, 2009 (or, if different, the effective date of the Merger); and

WHEREAS, the Company now desires to adopt this Amendment No. 3 to the amended and restated 2005 SERP in order to (i) affirmatively provide that (A) the Company does not intend for the Reorganization to constitute a "Change in Control" of the Company under Section 10.2 of the amended and restated 2005 SERP, and (B) the amended and restated 2005 SERP shall continue notwithstanding the Reorganization as if the Reorganization does not constitute a Change in Control of the Company, (ii) specifically provide that (A) each share of common stock of the Company held by the Company stock fund on the effective date of the Merger was converted into one Ensco ADS pursuant to the Merger Agreement, and (B) the references to "Company stock fund" in Section 7.2 of the amended and restated 2005 SERP shall thereafter be read and considered to be references to the "Ensco ADS fund," and (iii) make such other conforming changes to the amended and restated 2005 SERP as determined necessary;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Company hereby adopts the following Amendment No. 3 to the amended and restated 2005 SERP:

1. The third paragraph of Section 10.2 of the 2005 SERP is hereby amended to read as follows following the effective date of the Merger:

For purposes of this Plan, a Change in Control of the Company shall be deemed to occur if there is a change (i) in the beneficial ownership of the Company, which occurs on the date that any one person, or more than one person acting as a group, acquires beneficial ownership of Ensco UK Shares or Ensco ADSs that, together with Ensco UK Shares or Ensco ADSs beneficially held by such person or group, constitutes more than 50 percent of the total fair market value or total voting power of the Ensco UK Shares or Ensco ADSs; (ii) in the effective control of the Company, which occurs on the date that either (A) any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) beneficial ownership of Ensco UK Shares or Ensco ADSs possessing 35 percent or more of the total voting power of the Ensco UK Shares or Ensco ADSs, or (B) a majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; or (iii) in the ownership of a substantial portion of the Company's assets, which occurs on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 40 percent of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. The determination of whether a Change in

Control has occurred shall be determined by the Committee consistent with section 409A of the Code.

2. A new fourth paragraph is hereby added to Section 10.2 of the amended and restated 2005 SERP to read as follows:

Notwithstanding the foregoing and pursuant to the power and authority vested in the Board under this Section 10.2, the Board hereby determines that a "Change in Control" of the Company shall not be deemed to have occurred for purposes of this Plan by virtue of the consummation of any transaction or series of related transactions immediately following which the beneficial holders of the voting stock of the Company immediately before such transaction or series of transactions continue to have a majority of the direct or indirect ownership in one or more entities which, singly or together, immediately following such transaction or series of transactions, either (i) own all or substantially all of the assets of the Company as constituted immediately prior to such transaction or series of transactions, or (ii) are the ultimate parent with direct or indirect ownership of all of the voting shares of the Company after such transaction or series of transactions. The stockholders of the Company approved and adopted at the Special Meeting of Stockholders on December 22, 2009 the Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), by and between the Company and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of the Company, pursuant to which Ensco Mergeco merged (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Ensco Cayman (the "Reorganization"). Specifically, the Reorganization shall not constitute a Change in Control of the Company. Following the effective date of the Merger, the references to "stock" in the fourth paragraph of this Section 10.2 shall be changed to "Ensco UK Shares or Ensco ADSs."

3. A new fifth paragraph is hereby added to Section 7.2 of the amended and restated 2005 SERP to read as follows:

Ensco Cayman (as defined in Section 10.2) became, in connection with the Merger (as defined in Section 10.2), a wholly-owned subsidiary of ENSCO International Limited, a newly formed private limited company incorporated under English law which, prior to the effective time of the Merger, re-registered as a public limited company named "Ensco International plc" ("Ensco UK"). Pursuant to the Merger Agreement, each issued and outstanding share of Company common stock, including each share of Company common stock held by the Company stock fund, on the effective date of the Merger was converted into one Ensco ADS and, thereafter, the references to "Company stock fund" in this Section 7.2 shall be read and considered to be references to the "Ensco ADS fund." For this purpose, "Ensco ADS" means an American depository share, evidenced by an American depository receipt which represents a Class A ordinary share in Ensco UK ("Ensco UK Share").

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officers, has caused this Amendment No. 3 to the amendment and restatement of the ENSCO 2005 Supplemental Executive Retirement Plan to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

/s/ Cary A. Moomjian, Jr.
Cary A. Moomjian, Jr.,
Vice President

Exhibit 10.9

AMENDMENT NO. 4 TO THE
ENSCO
2005
NON-EMPLOYEE DIRECTOR DEFERRED COMPENSATION PLAN

THIS AMENDMENT No. 4 executed this 22 nd day of December, 2009 by Ensco International Incorporated, having its principal office in Dallas, Texas (hereinafter referred to as the "Company"), and effective as of December 23, 2009 (or, if different, the effective date of the merger between the Company and Ensco Newcastle LLC).

WITNESSETH:

WHEREAS, the Company adopted the ENSCO 2005 Non-Employee Director Deferred Compensation Plan (the "2005 Plan"), effective January 1, 2005;

WHEREAS, the Board of Directors of the Company (the "Board"), upon recommendation of its Nominating, Governance and Compensation Committee (the "Committee"), approved Amendment No. 1 to the 2005 Plan during a regular meeting held on March 10, 2008;

WHEREAS, the Board, upon recommendation of the Committee during its meeting held on November 3-4, 2008, approved Amendment No. 2 to the 2005 Plan during a regular meeting held on November 4, 2008;

WHEREAS, the Company adopted Amendment No. 2 to the 2005 Plan in order to facilitate compliance with the final Treasury regulations under section 409A of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Board, upon recommendation of the Committee during its meeting held on August 4, 2009, approved Amendment No. 3 to the 2005 Plan during a regular meeting held on August 4, 2009;

WHEREAS, the Board and the stockholders of the Company have approved the adoption of the Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), by and between the Company and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of the Company, pursuant to which Ensco Mergeco will merge (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Ensco Cayman (the "Reorganization");

WHEREAS, Ensco Cayman will become, in connection with the Merger, a wholly-owned subsidiary of ENSCO International Limited, a newly formed private limited company incorporated under English law which, prior to the effective time of the Merger,

will re-register as a public limited company named “Ensco International plc” (“Ensco UK”);

WHEREAS, pursuant to the Merger Agreement, each issued and outstanding share of the common stock of the Company will be converted into the right to receive one American depositary share, which represents one Class A ordinary share of Ensco UK and is evidenced by an American depositary receipt;

WHEREAS, the Board by its unanimous written consent has approved this Amendment No. 4 to the 2005 Plan to be effective as of December 23, 2009 (or, if different, the effective date of the Merger); and

WHEREAS, the Company now desires to adopt this Amendment No. 4 to the 2005 Plan in order to (i) affirmatively provide that (A) the Company does not intend for the Reorganization to constitute a “Change in Control” of the Company under Section 10.2 of the 2005 Plan, and (B) the 2005 Plan shall continue notwithstanding the Reorganization as if the Reorganization does not constitute a Change in Control of the Company, (ii) specifically provide that (A) each share of common stock of the Company held by the Company stock fund on the effective date of the Merger was converted into one Ensco ADS pursuant to the Merger Agreement, and (B) the references to “Company stock fund” in Section 7.2 of the 2005 Plan shall thereafter be read and considered to be references to the “Ensco ADS fund,” (iii) add new Sections 3.3 and 4.5 to the 2005 Plan to freeze participation in the 2005 Plan and deferrals and contributions to the 2005 Plan, effective December 31, 2009, and (iv) make such other conforming changes to the 2005 Plan as determined necessary;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Company hereby adopts the following Amendment No. 4 to the 2005 Plan:

1. The third paragraph of Section 10.2 of the 2005 Plan is hereby amended to read as follows following the effective date of the Merger:

For purposes of this Plan, a Change in Control of the Company shall be deemed to occur if there is a change (i) in the beneficial ownership of the Company, which occurs on the date that any one person, or more than one person acting as a group, acquires beneficial ownership of Ensco UK Shares or Ensco ADSs that, together with Ensco UK Shares or Ensco ADSs beneficially held by such person or group, constitutes more than 50 percent of the total fair market value or total voting power of the Ensco UK Shares or Ensco ADSs; (ii) in the effective control of the Company, which occurs on the date that either (A) any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) beneficial ownership of Ensco UK Shares or Ensco ADSs possessing 35 percent or more of the total voting power of the Ensco UK Shares or Ensco ADSs, or (B) a majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or

election; or (iii) in the ownership of a substantial portion of the Company's assets, which occurs on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 40 percent of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. The determination of whether a Change in Control has occurred shall be determined by the Committee consistent with section 409A of the Code.

2. A new fourth paragraph is hereby added to Section 10.2 of the 2005 Plan to read as follows:

Notwithstanding the foregoing and pursuant to the power and authority vested in the Board under this Section 10.2, the Board hereby determines that a "Change in Control" of the Company shall not be deemed to have occurred for purposes of this Plan by virtue of the consummation of any transaction or series of related transactions immediately following which the beneficial holders of the voting stock of the Company immediately before such transaction or series of transactions continue to have a majority of the direct or indirect ownership in one or more entities which, singly or together, immediately following such transaction or series of transactions, either (i) own all or substantially all of the assets of the Company as constituted immediately prior to such transaction or series of transactions, or (ii) are the ultimate parent with direct or indirect ownership of all of the voting shares of the Company after such transaction or series of transactions. The stockholders of the Company approved and adopted at the Special Meeting of Stockholders on December 22, 2009 the Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), by and between the Company and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of the Company, pursuant to which Ensco Mergeco merged (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Ensco Cayman (the "Reorganization"). Specifically, the Reorganization shall not constitute a Change in Control of the Company. Following the effective date of the Merger, the references to "stock of the Company" and "shares of the Company"in the fourth paragraph of this Section 10.2 shall be changed to "Ensco UK Shares or Ensco ADSs."

3. A new fifth paragraph is hereby added to Section 7.2 of the 2005 Plan to read as follows:

Ensco Cayman (as defined in Section 10.2) became, in connection with the Merger (as defined in Section 10.2), a wholly-owned subsidiary of ENSCO International Limited, a newly formed private limited company incorporated under English law which, prior to the effective time of the Merger, re-registered as a public limited company

named “Ensco International plc” (“Ensco UK”). Pursuant to the Merger Agreement, each issued and outstanding share of Company common stock, including each share of Company common stock held by the Company stock fund, on the effective date of the Merger was converted into one Ensco ADS and, thereafter, the references to “Company stock fund” in this Section 7.2 shall be read and considered to be references to the “Ensco ADS fund.” For this purpose, “Ensco ADS” means an American depository share, evidenced by an American depository receipt which represents a Class A ordinary share in Ensco UK (“Ensco UK Share”).

4. A new Section 3.3 is hereby added to the 2005 Plan to read as follows:

3.3 Freeze on Participation . Notwithstanding any other provision of the Plan to the contrary, no Non-Employee Director or any other individual shall be entitled to participate in the Plan for any Plan Year beginning after December 31, 2009.

5. A new Section 4.5 is hereby added to the 2005 Plan to read as follows:

4.5 Freeze on Deferrals and Company Discretionary Contributions . Notwithstanding any other provision of the Plan to the contrary, no Deferrals or Company Discretionary Contributions may be made to the Plan for any Plan Year beginning after December 31, 2009.

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officers, has caused this Amendment No. 4 to the 2005 Plan to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

/s/ Cary A. Moomjian, Jr.
By: Cary A. Moomjian, Jr.
Its: Vice President

Exhibit 10.10

AMENDMENT NO. 4 TO THE
ENSCO
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
(As Amended and Restated Effective January 1, 2004)

THIS AMENDMENT No. 4, executed this 22 nd day of December and effective as of the time and/or dates specifically provided herein, by Ensco International Incorporated, having its principal office in Dallas, Texas (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, effective April 1, 1995, Energy Service Company, Inc. adopted the Energy Service Company, Inc. Select Executive Retirement Plan (the "Original SERP");

WHEREAS, the name of the Company was changed to ENSCO International Incorporated;

WHEREAS, the Company amended and restated the Original SERP, effective January 1, 1997, to (i) provide a discretionary profit sharing contribution, (ii) rename the Original SERP the "ENSCO Supplemental Executive Retirement Plan," and (iii) coordinate the operation of the Original SERP with the ENSCO Savings Plan;

WHEREAS, the Pension and Welfare Benefits Administration of the Department of Labor issued final regulations establishing new standards for processing benefit claims of participants and beneficiaries under Section 8.2 of the Original SERP which were subsequently clarified by further guidance from the Pension and Welfare Benefits Administration (collectively the "Final Claims Procedure Regulations");

WHEREAS, the Company adopted Amendment No. 1 to the amended and restated Original SERP, effective as of January 1, 2002, to revise Section 8.2 of the Original SERP to provide that the administrator of the Original SERP shall process benefit claims of participants and beneficiaries pursuant to the claims procedure specified in the summary plan description for the Original SERP which shall comply with the Final Claims Procedure Regulations, as may be amended from time to time;

WHEREAS, the Company amended and restated the Original SERP, effective as of January 1, 2004;

WHEREAS, the American Jobs Creation Act of 2004 (the "AJCA") enacted new section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), which imposes new rules regarding the timing of elections and distributions under nonqualified deferred compensation plans effective for years beginning after December 31, 2004;

WHEREAS, the Company determined to comply with the AJCA and new section 409A of the Code by freezing the Original SERP and adopting the ENSCO 2005 Supplemental Executive Retirement Plan (the "2005 SERP"), effective January 1, 2005;

WHEREAS, the Board of Directors of the Company (the "Board"), upon recommendation of its Nominating, Governance and Compensation Committee (the "Committee"), approved Amendment No. 1 to the Original SERP, as amended and restated effective as of January 1, 2004, during a regular meeting held on March 10, 2008;

WHEREAS, the Board, upon recommendation of the Committee during its meeting held on November 3-4, 2008, approved Amendment No. 2 to the amended and restated Original SERP during a regular meeting held on November 4, 2008;

WHEREAS, the Company adopted Amendment No. 2 to the amended and restated Original SERP in order to facilitate compliance (to the limited extent necessary as provided by Amendment No. 2) with the final Treasury regulations under section 409A of the Code;

WHEREAS, the Board, upon recommendation of the Committee during its regular meeting held on August 4, 2009, approved Amendment No. 3 to the amended and restated Original SERP during a regular meeting held on August 4, 2009;

WHEREAS, the Board and the stockholders of the Company have approved the adoption of the Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), by and between the Company and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of the Company, pursuant to which Ensco Mergeco will merge (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Ensco Cayman (the "Reorganization");

WHEREAS, Ensco Cayman will become, in connection with the Merger, a wholly-owned subsidiary of ENSCO International Limited, a newly formed private limited company incorporated under English law which, prior to the effective time of the Merger, will re-register as a public limited company named "Ensco International plc" ("Ensco UK");

WHEREAS, pursuant to the Merger Agreement, each issued and outstanding share of the common stock of the Company will be converted into the right to receive one American depositary share, which represents one Class A ordinary share of Ensco UK and is evidenced by an American depositary receipt;

WHEREAS, the Board by its unanimous written consent has approved this Amendment No. 4 to the amended and restated Original SERP to be effective (i) on the date of execution of this Amendment No. 4 by the Company with respect to the amendment to Section 10.2 of the amended and restated Original SERP, and (ii) as of

December 23, 2009 (or, if different, the effective date of the Merger) with respect to the amendment to Section 7.2 of the amended and restated Original SERP; and

WHEREAS, the Company now desires to adopt this Amendment No. 4 to the amended and restated Original SERP in order to (i) affirmatively provide that (A) the Company does not intend for, and shall not consider, the Reorganization to constitute a "Change-in-Control" of the Company under Section 10.2 of the amended and restated Original SERP, and (B) the amended and restated Original SERP shall continue notwithstanding the Reorganization as if the Reorganization does not constitute a Change-in-Control of the Company, (ii) specifically provide that (A) each share of common stock of the Company held by the Company stock fund on the effective date of the Merger will be converted into one Ensco ADS pursuant to the Merger Agreement, and (B) the references to "Company stock fund" in Section 7.2 of the amended and restated Original SERP shall thereafter be read and considered to be references to the "Ensco ADS fund," and (iii) make such other conforming changes to the amended and restated Original SERP as determined necessary;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Company hereby adopts the following Amendment No. 4 to the amended and restated Original SERP:

1. The final two sentences of the second paragraph of Section 10.2 of the Original SERP are hereby amended to read as follows following the effective date of the Merger:

For purposes of the Plan, a Change-in-Control of the Company shall be deemed to occur if (1) any person or group within the meaning of the Securities Exchange Act of 1934, as amended, acquired beneficially (together with voting securities of Ensco UK beneficially held by such person or group) more than 50% of the outstanding voting securities of Ensco UK (whether directly, indirectly, beneficially or of record) pursuant to any transaction or combination of transactions, or (2) the individuals who, on January 1, 2004, constituted the Board (the "Incumbent Board") cease, for any reason, to constitute at least a majority thereof. For purposes of this provision, a person becoming a member of the Board subsequent to January 1, 2004 whose election or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the members of the Board comprising the Incumbent Board shall for this purpose be considered as though he or she was a member of the Incumbent Board.

2. A new third paragraph is hereby added to Section 10.2 of the amended and restated Original SERP, effective on the date of execution of this Amendment No. 4 by the Company, to read as follows:

Notwithstanding the foregoing and pursuant to the power and authority vested in the Board under the Plan, the Board hereby determines that a "Change-in-Control" of the Company shall not be deemed to have occurred for purposes of the Plan by virtue of the consummation of any transaction or series of related transactions immediately following which the beneficial holders of the voting stock of the Company immediately before such transaction or series of transactions continue to have a majority of the

direct or indirect ownership in one or more entities which, singly or together, immediately following such transaction or series of transactions, either (i) own all or substantially all of the assets of the Company as constituted immediately prior to such transaction or series of transactions, or (ii) are the ultimate parent with direct or indirect ownership of all of the voting shares of the Company after such transaction or series of transactions. The stockholders of the Company approved and adopted at the Special Meeting of Stockholders on December 22, 2009 the Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), by and between the Company and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of the Company, pursuant to which Ensco Mergeco merged (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Ensco Cayman (the "Reorganization"). Specifically, (i) the Reorganization shall not constitute a Change-in-Control of the Company, and (ii) the Plan, as amended, shall continue notwithstanding the Reorganization as if the Reorganization does not constitute a Change-in-Control of the Company. Following the effective date of the Merger, the references to "stock of the Company" and "shares of the Company" in the third paragraph of this Section 10.2 shall be changed to "securities of Ensco UK."

3. A new sixth paragraph is hereby added to Section 7.2 of the amended and restated Original SERP to read as follows:

Ensco Cayman (as defined in Section 10.2) became, in connection with the Merger (as defined in Section 10.2), a wholly-owned subsidiary of ENSCO International Limited, a newly formed private limited company incorporated under English law which, prior to the effective time of the Merger, re-registered as a public limited company named "Ensco International plc" ("Ensco UK"). Pursuant to the Merger Agreement, each issued and outstanding share of Company common stock, including each share of Company common stock held by the Company stock fund, on the effective date of the Merger will be converted into one Ensco ADS and, thereafter, the references to "Company stock fund" in this Section 7.2 shall be read and considered to be references to the "Ensco ADS fund." For this purpose, "Ensco ADS" means an American depository share, evidenced by an American depository receipt which represents a Class A ordinary share in Ensco UK.

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officers, has caused this Amendment No. 4 to the amendment and restatement of the Original SERP to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

/s/ Cary A. Moomjian, Jr.
By: Cary A. Moomjian, Jr.
Its: Vice President

Exhibit 10.11

AMENDMENT NO. 3 TO THE
ENSCO
NON-EMPLOYEE DIRECTOR DEFERRED COMPENSATION PLAN

THIS AMENDMENT No. 3, executed this 22 nd day of December and effective as of the time and/or dates specifically provided herein, by Ensco International Incorporated, having its principal office in Dallas, Texas (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, effective January 1, 2004, the Company adopted the ENSCO Non-Employee Director Deferred Compensation Plan (the "Original Plan");

WHEREAS, the Board of Directors of the Company (the "Board"), upon recommendation of its Nominating, Governance and Compensation Committee (the "Committee"), approved Amendment No. 1 to the Original Plan during a regular meeting held on March 10, 2008;

WHEREAS, the Board, upon recommendation of the Committee, during its regular meeting held on August 4, 2009, approved Amendment No. 2 to the Original Plan during a regular meeting held on August 4, 2009;

WHEREAS, the Board and the stockholders of the Company have approved the adoption of the Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), by and between the Company and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of the Company, pursuant to which Ensco Mergeco will merge (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Ensco Cayman (the "Reorganization");

WHEREAS, Ensco Cayman will become, in connection with the Merger, a wholly-owned subsidiary of ENSCO International Limited, a newly formed private limited company incorporated under English law which, prior to the effective time of the Merger, will re-register as a public limited company named "Ensco International plc" ("Ensco UK");

WHEREAS, pursuant to the Merger Agreement, each issued and outstanding share of the common stock of the Company will be converted into the right to receive one American depositary share, which represents one Class A ordinary share of Ensco UK and is evidenced by an American depositary receipt;

WHEREAS, the Board by its unanimous written consent has approved this Amendment No. 3 to the Original Plan to be effective (i) on the date of execution of this

Amendment No. 3 by the Company with respect to the amendment to Section 10.2 of the Original Plan, and (ii) as of December 23, 2009 (or, if different, the effective date of the Merger) with respect to the amendment to Section 7.2 of the Original Plan; and

WHEREAS, the Company now desires to adopt this Amendment No. 3 to the Original Plan in order to (i) affirmatively provide that (A) the Company does not intend for, and shall not consider, the Reorganization to constitute a "Change-in-Control" of the Company under Section 10.2 of the Original Plan, and (B) the Original Plan shall continue notwithstanding the Reorganization as if the Reorganization does not constitute a Change-in-Control of the Company, (ii) specifically provide that (A) each share of common stock of the Company held by the Company stock fund on the effective date of the Merger will be converted into one Ensco ADS pursuant to the Merger Agreement, and (B) the references to "Company stock fund" in Section 7.2 of the Original Plan shall thereafter be read and considered to be references to the "Ensco ADS fund," and (iii) make such other conforming changes to the Original Plan as determined necessary;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Company hereby adopts the following Amendment No. 3 to the Original Plan:

1. The final two sentences of the second paragraph of Section 10.2 of the Original Plan are hereby amended to read as follows following the effective date of the Merger:

For purposes of the Plan, a Change-in-Control of the Company shall be deemed to occur if (1) any person or group within the meaning of the Securities Exchange Act of 1934, as amended, acquired beneficially (together with voting securities of Ensco UK beneficially held by such person or group) more than 50% of the outstanding voting securities of Ensco UK (whether directly, indirectly, beneficially or of record) pursuant to any transaction or combination of transactions, or (2) the individuals who, on January 1, 2004, constituted the Board (the "Incumbent Board") cease, for any reason, to constitute at least a majority thereof. For purposes of this provision, a person becoming a member of the Board subsequent to January 1, 2004 whose election or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the members of the Board comprising the Incumbent Board shall for this purpose be considered as though he or she was a member of the Incumbent Board.

2. A new third paragraph is hereby added to Section 10.2 of the Original Plan, effective on the date of execution of this Amendment No. 3 by the Company, to read as follows:

Notwithstanding the foregoing and pursuant to the power and authority vested in the Board under the Plan, the Board hereby determines that a "Change-in-Control" of the Company shall not be deemed to have occurred for purposes of the Plan by virtue of the consummation of any transaction or series of related transactions immediately following which the beneficial holders of the voting stock of the Company immediately before such transaction or series of transactions continue to have a majority of the

direct or indirect ownership in one or more entities which, singly or together, immediately following such transaction or series of transactions, either (i) own all or substantially all of the assets of the Company as constituted immediately prior to such transaction or series of transactions, or (ii) are the ultimate parent with direct or indirect ownership of all of the voting shares of the Company after such transaction or series of transactions. The stockholders of the Company approved and adopted at the Special Meeting of Stockholders on December 22, 2009 the Agreement and Plan of Merger and Reorganization (the "Merger Agreement"), by and between the Company and ENSCO Newcastle LLC, a newly formed Delaware limited liability company ("Ensco Mergeco") and a wholly-owned subsidiary of ENSCO Global Limited, a newly formed Cayman Islands exempted company ("Ensco Cayman") and a wholly-owned subsidiary of the Company, pursuant to which Ensco Mergeco merged (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Ensco Cayman (the "Reorganization"). Specifically, (i) the Reorganization shall not constitute a Change-in-Control of the Company, and (ii) the Plan, as amended, shall continue notwithstanding the Reorganization as if the Reorganization does not constitute a Change-in-Control of the Company. Following the effective date of the Merger, the references to "stock of the Company" and "shares of the Company" in the third paragraph of this Section 10.2 shall be changed to "securities of Ensco UK."

3. A new sixth paragraph is hereby added to Section 7.2 of the amended and restated Original Plan to read as follows:

Ensco Cayman (as defined in Section 10.2) became, in connection with the Merger (as defined in Section 10.2), a wholly-owned subsidiary of ENSCO International Limited, a newly formed private limited company incorporated under English law which, prior to the effective time of the Merger, re-registered as a public limited company named "Ensco International plc" ("Ensco UK"). Pursuant to the Merger Agreement, each issued and outstanding share of Company common stock, including each share of Company common stock held by the Company stock fund, on the effective date of the Merger will be converted into one Ensco ADS and, thereafter, the references to "Company stock fund" in this Section 7.2 shall be read and considered to be references to the "Ensco ADS fund." For this purpose, "Ensco ADS" means an American depository share, evidenced by an American depository receipt which represents a Class A ordinary share in Ensco UK.

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officers, has caused this Amendment No. 3 to the Original Plan to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

/s/ Cary A. Moomjian, Jr.

By: Cary A. Moomjian, Jr.
Its: Vice President

Exhibit 10.12

FORM OF INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this " Agreement ") is made as of December 22, 2009 by and between ENSCO International Incorporated, a Delaware corporation (" Ensco Delaware "), and _____(" Indemnitee ").

PRELIMINARY STATEMENTS

A. Ensco Delaware has entered into and adopted an agreement and plan of merger and reorganization (the " Merger Agreement ") by and between Ensco Delaware and ENSCO Newcastle LLC, a Delaware limited liability company (" Ensco Mergeco "), whereby Ensco Mergeco will merge with and into Ensco Delaware (the " Merger ").

B. Upon completion of the transactions contemplated by the Merger Agreement (the " Effective Time "), Ensco Delaware will become the wholly-owned subsidiary of Ensco plc, an English public limited company (the " Company "), and as a result, each issued and outstanding share of the common stock of Ensco Delaware will be converted into the right to receive one American depositary share representing one Class A Ordinary Share of the Company.

C. The Company and Ensco Delaware desire to attract and retain the services of highly qualified individuals, such as Indemnitee, to serve the Ensco group of companies and provide for the indemnification of, and advancement of expenses to, such persons to the maximum extent permitted by law.

D. In addition to any rights granted Indemnitee under the articles of association of the Company (the " Articles ") or any agreement entered into between Indemnitee and the Company, the parties desire to enter into this Agreement to provide for the indemnification of, and advancement of expenses to, Indemnitee to the maximum extent permitted by law.

E. Ensco Delaware has requested that, at or following the Effective Time, the Company guarantee certain debt and take other actions for the benefit of Ensco Delaware. In partial consideration therefor, Ensco Delaware has agreed to provide, from time to time after the Effective Time, indemnity and other rights to the members of the board of directors, secretaries, officers and executives of the Company as well as to other persons.

AGREEMENT

In consideration of the premises and the covenants contained herein, of Indemnitee serving the Company or another Enterprise at the request of Ensco Delaware and/or the Company, and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Services to the Company . Indemnitee has agreed, at the request of Ensco Delaware and/or the Company, to serve as a director, secretary, officer or executive of the Company. In the event that at any time and for any reason Indemnitee resigns from such position (subject to any other contractual obligation or any obligation imposed by operation of law), the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement is not an employment contract between the Company or Ensco Delaware (or any of their subsidiaries or any Enterprise) and Indemnitee. The foregoing notwithstanding, this Agreement shall continue in force after Indemnitee has ceased to serve in such capacity of the Company, subject to and in accordance with Section 16 .

2. Definitions . As used in this Agreement:

(a) " Corporate Status " means in respect of a person who is or was a director, secretary, officer, executive, trustee, partner, managing member, employee, agent or fiduciary of the Company or of any other Enterprise which such person is or was serving at the request of Ensco Delaware and/or the Company, his status as such director, secretary, officer, executive, trustee, partner, managing member, employee, agent or fiduciary.

(b) " Enterprise " shall mean the Company and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of Ensco Delaware and/or the Company as a director, secretary, officer, executive, trustee, partner, managing member, employee, agent or fiduciary.

(c) " Expenses " shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements, obligations or expenses of the types customarily incurred in connection with, or as a result of, prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a deponent or witness in, or otherwise participating in, a Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, (ii) Expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company or Ensco Delaware, regardless of whether the Indemnitee is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (iii) Expenses incurred in connection with matters contemplated by or arising under Section 14(d) . The parties agree that for the purposes of any advancement of Expenses for which Indemnitee has made written demand to Ensco Delaware in accordance with this Agreement, all Expenses included in such demand that are certified by affidavit of Indemnitee's counsel as being reasonable shall be presumed conclusively to be reasonable. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments, fines, liabilities, losses or damages against Indemnitee.

(d) " Independent Counsel " means a law firm, or a partner (or, if applicable, member) of such a law firm, that is experienced in matters of corporation law and neither at the time of engagement is, nor in the five years prior to such engagement has been, retained to represent: (i) the Company, Ensco Delaware or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements); or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company, Ensco Delaware or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(e) The term " Proceeding " shall mean any proceeding including any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, regulatory, legislative or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director, secretary, officer or executive of the Company, by reason of any action or inaction taken by him or of any

action or inaction on his part while acting as director, secretary, officer or executive of the Company, or by reason of the fact that he is or was serving at the request of Ensco Delaware and/or the Company as a director, secretary, officer, executive, employee or agent of the Company or another Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Agreement; provided , however , other than with respect to a Proceeding in connection with or arising under this Agreement with respect to the matters contemplated by or arising under Section 14(d) , that the term "Proceeding" shall not include any action, suit or arbitration initiated by Indemnitee to enforce Indemnitee's rights under this Agreement.

3. Indemnity in Third-Party Proceedings . Ensco Delaware shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company or Ensco Delaware to procure a judgment in its favor. Pursuant to this Section 3 , Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, demands, actions, payments, judgments, fines, liabilities, losses, damages and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe that his conduct was unlawful. Indemnitee shall not enter into any settlement in connection with a Proceeding without 10 days prior notice to Ensco Delaware.

4. Indemnity in Proceedings by or in the Right of the Company or Ensco Delaware . Ensco Delaware shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company or Ensco Delaware to procure a judgment in its favor. Pursuant to this Section 4 , Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by him or on his behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. If applicable law so provides, no indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery (the " Delaware Court ") or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such Expenses as the Delaware Court or such other court shall deem proper.

5. Indemnification for Expenses of a Party Who is Wholly or Partly Successful . Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable laws and to the extent that Indemnitee is a party to or a participant in and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, Ensco Delaware shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, Ensco Delaware shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with (a) each successfully resolved claim, issue or matter and (b) any claim, issue or matter related to any such successfully resolved claim, issue or matter to the fullest extent permitted by applicable law. For purposes of this Section 5 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter. This provision is in addition to, and not by way of limitation of, any other rights of Indemnitee hereunder.

6. Indemnification For Expenses of a Witness . Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of his Corporate Status, a witness or otherwise asked to participate in any aspect of a Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

7. Partial Indemnification . If Indemnitee is entitled under any provision of this Agreement to indemnification by Ensco Delaware for some or a portion of Expenses or other costs or expenses, including attorney's fees and disbursements, but not, however, for the total amount thereof, Ensco Delaware shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

8. Additional Indemnification .

(a) Notwithstanding any limitation in Sections 3 , 4 , or 5 , Ensco Delaware shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is a party to or participant in or is threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company or Ensco Delaware to procure a judgment in its favor) against all Expenses, demands, actions, payments, judgments, fines, liabilities, losses, damages and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with the Proceeding.

(b) For purposes of Section 8(a), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

(i) to the fullest extent permitted by the provisions of the General Corporation Law of the State of Delaware (the " DGCL ") that authorize, permit or contemplate additional indemnification by agreement, court action or the corresponding provision of any amendment to or replacement of the DGCL or such provisions thereof;

(ii) to the fullest extent permitted by the provisions of the Articles that authorize, permit or contemplate additional indemnification by agreement, court action or the corresponding provision of any amendment to or replacement of the Articles or such provisions thereof;

(iii) to the fullest extent permitted by the provisions of English law that authorize, permit or contemplate additional indemnification by agreement, court action or the corresponding provision of any amendment to or replacement of English law or such provisions thereof; and

(iv) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL or English law (or such successor law), the Articles or the agreement or court action adopted, entered into or that are adjudicated after the date of this Agreement that increase the extent to which a company may indemnify its directors, secretaries, officers and executives.

9. Exclusions . Notwithstanding any provision in this Agreement to the contrary, and unless otherwise permitted by applicable law, Ensco Delaware shall not be obligated under this Agreement to make any payment pursuant to this Agreement:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision;

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended, or any successor provision or similar provisions of state statutory or common law, or (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement due to the material noncompliance of the Company, as a result of the misconduct of Indemnitee, with any financial reporting requirement under the securities laws pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the " Sarbanes-Oxley Act "), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act);

(c) for which payment is expressly prohibited by law; or

(d) except as provided in Section 14(d) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against Ensco Delaware or the Company or its directors, officers, employees or other indemnitees, unless (i) the board of directors of Ensco Delaware authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross-claim or affirmative defense brought or raised by Indemnitee in any Proceeding (or any part of any Proceeding), or (iii) Ensco Delaware provides the indemnification, in its sole discretion, pursuant to the powers vested in Ensco Delaware under applicable law.

These exclusions shall not limit the right to advancement of Expenses under Section 10 or otherwise under this Agreement pending the outcome of any Proceeding unless such advancement of Expenses is expressly prohibited by law. Notwithstanding the foregoing, this provision shall not limit Indemnitee's obligation to repay Expenses as expressly contemplated elsewhere in this Agreement or as otherwise expressly required by law.

10. Advances of Expenses . Ensco Delaware shall advance, to the extent not prohibited by law, the Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding (or any part of any Proceeding), and such advancement shall be made within 30 days after the receipt by Ensco Delaware of a statement or statements requesting such advances (which shall include invoices received by Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditures made that would cause Indemnitee to waive any privilege accorded by law shall not be included with the invoice) from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. In accordance with Section 14(d) , advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement and to enforce Indemnitee's rights generally under this Agreement (including rights to indemnity generally), including Expenses incurred preparing and forwarding statements to Ensco Delaware to support the advances claimed. The Indemnitee shall qualify for advances upon the execution and delivery to Ensco Delaware of this Agreement which shall constitute an undertaking providing that the Indemnitee undertakes to repay the advance of Expenses if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, not subject to appeal, or other competent authority or arbitrator that Indemnitee is not entitled to be indemnified by Ensco Delaware. This Section 10 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9 following the ultimate determination by a court of competent jurisdiction in a final judgment, not subject to appeal, or other competent authority or arbitrator. The right to

advances under this paragraph shall in all events continue until final disposition of any Proceeding, including any appeal therein. For the avoidance of doubt, the provisions of Section 12 shall not apply to advancement of Expenses as contemplated by this Section 10 .

11. Procedure for Notification and Defense of Claim .

(a) To obtain indemnification under this Agreement or advancement of Expenses or other costs or expenses, including attorney's fees and disbursements, contemplated hereby, Indemnitee shall submit to Ensco Delaware a written request therefor.

(b) Ensco Delaware will be entitled to participate in the Proceeding at its own expense.

(c) Ensco Delaware shall not settle any Proceeding (in whole or in part) if such settlement would impose any Expense, judgment, liability, fine, penalty or limitation on Indemnitee which Indemnitee is not entitled to be indemnified hereunder without the Indemnitee's prior written consent.

12. Procedure Upon Application for Indemnification .

(a) Ensco Delaware shall promptly provide the indemnification rights and undertake related obligations contemplated by this Agreement. If Indemnitee submits a request for indemnification pursuant to Section 11(a) , Ensco Delaware shall advise Indemnitee in writing within 30 days from the date of such request whether it agrees to provide indemnification or that it objects to such request for indemnification. Within 10 days of receipt of such objection, Indemnitee may submit a request in writing to Ensco Delaware, at Indemnitee's election, that the board of directors of Ensco Delaware or Independent Counsel shall make a determination with respect to Indemnitee's entitlement to indemnification. If such determination is made by Independent Counsel, it shall be in a written statement to the board of directors of Ensco Delaware, a copy of which shall be delivered to Indemnitee and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within 10 days after such determination. Indemnitee shall cooperate with the Independent Counsel making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such counsel upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by or on behalf of Indemnitee in so cooperating with the Independent Counsel shall be borne by Ensco Delaware (irrespective of the determination as to Indemnitee's entitlement to indemnification) and Ensco Delaware hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(b) The Independent Counsel shall be selected by Indemnitee and notified in writing to Ensco Delaware. Ensco Delaware may, within 10 days after written notice of such selection, deliver to the Indemnitee a written objection to such selection; provided , however , that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 , and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 11(a), and the final disposition of the Proceeding, including any appeal therein, no Independent Counsel shall have been selected and not objected to, the Indemnitee may petition a court of competent jurisdiction for resolution of any objection

which shall have been made by Ensco Delaware to the selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12(a). Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a), Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(c) If Ensco Delaware disputes a portion of the amounts for which indemnification is requested, the undisputed portion shall be paid and only the disputed portion withheld pending resolution of any such dispute.

(d) Ensco Delaware shall pay the reasonable fees and expenses of the Independent Counsel referred to above and fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

13. Presumptions and Effect of Certain Proceedings .

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11(a), and Ensco Delaware shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of Ensco Delaware (or its directors) or of Independent Counsel to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by Ensco Delaware (or its directors) or by Independent Counsel that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

(c) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action or inaction is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the directors or officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or the board of directors of Ensco Delaware or counsel selected by any committee of the board of directors of Ensco Delaware or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser, investment banker or other expert selected with reasonable care by Ensco Delaware or the board of directors of Ensco Delaware or any committee of the board of directors of Ensco Delaware. The provisions of this Section 13(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(d) The knowledge and/or actions, or failure to act, of any director, secretary, officer, executive, trustee, partner, managing member, employee, agent or fiduciary of the Enterprise (not being Indemnitee) shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

14. Remedies of Indemnitee .

(a) Subject to Section 14(e), in the event that (i) a determination is made pursuant to Section 12 that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 10 , (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 12(a) within 90 days after receipt by Ensco Delaware of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 5 or 6 or the last sentence of Section 12(a) within 10 days after receipt by Ensco Delaware of a written request therefor, or (v) payment of indemnification pursuant to Section 3 , 4 or 8 is not made within 10 days after a determination has been made that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to apply to court for an adjudication of his entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at his option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 14(a); provided , however , that the foregoing clause shall not apply in respect of a proceeding brought by Indemnitee to enforce his rights under Section 5 . Neither the Company nor Ensco Delaware shall oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 12(a) that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14 , Ensco Delaware shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) If a determination shall have been made pursuant to Section 12(a) that Indemnitee is entitled to indemnification, Ensco Delaware shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14 , absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) an express prohibition of such indemnification under applicable law.

(d) Ensco Delaware shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that Ensco Delaware is bound by all the provisions of this Agreement. It is the intent of Ensco Delaware that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. Ensco Delaware shall, to the fullest extent permitted by law, indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within 10 days after receipt by Ensco Delaware of a written request therefor) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by or on behalf of Indemnitee in connection with any action brought by Indemnitee for

indemnification or advancement of Expenses from Ensco Delaware under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding, including any appeal therein.

(f) To the extent that Ensco Delaware is unable to pay any amounts for indemnification or advancement of Expenses hereunder, Indemnitee may pursue any other company in the Ensco group to receive such indemnification or advancement of Expenses.

15. Non-Exclusivity; Survival of Rights; Insurance; Subrogation .

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of, a substitute for, or to diminish or abrogate, any other rights to which Indemnitee may at any time be entitled under applicable law, the Articles, any agreement (including any agreement between Indemnitee and any other Enterprise), a vote of stockholders or a resolution of directors, or otherwise, and rights of Indemnitee under this Agreement shall supplement and be in furtherance of any other such rights. More specifically, the parties intend that Indemnitee shall be entitled to (i) indemnification to the maximum extent permitted by, and the fullest benefits allowable under, Delaware law in effect at the date hereof or as the same may be amended to the extent that such indemnification or benefits are increased thereby, and (ii) such other benefits as are or may be otherwise available to Indemnitee pursuant to this Agreement, any other agreement or otherwise. The rights of Indemnitee hereunder shall be a contract right and, as such, shall run to the benefit of Indemnitee. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently, including without limitation under the Articles and/or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change and this Agreement shall be automatically amended to provide the Indemnitee with such greater benefits. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that Ensco Delaware or the Company (including any affiliates) maintains an insurance policy or policies providing liability insurance for directors, secretaries, officers, executives, employees or agents of the Company or of any other Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, secretary, officer, executive, employee or agent under such policy or policies (notwithstanding any limitations regarding indemnification or advancement of Expenses hereunder and whether or not Ensco Delaware or the Company would have the power to indemnify such person against such covered liability under this Agreement). If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, Ensco Delaware or the Company has such liability insurance in effect, Ensco Delaware shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. Ensco Delaware and the Company

shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies, including by bringing claims against the insurers.

(c) In the event of any payment under this Agreement, the Company and Ensco Delaware shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute at the request of Ensco Delaware all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company and/or Ensco Delaware to bring suit to enforce such rights.

(d) Ensco Delaware shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder or for which advancement of Expenses is provided hereunder if and to the extent that Indemnitee has otherwise actually received (by way of payment to or to the order of Indemnitee) such payment under any insurance policy, contract, agreement or otherwise.

(e) Ensco Delaware's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, secretary, officer, executive, trustee, partner, managing member, employee, agent or fiduciary of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other Enterprise.

16. Duration of Agreement . This Agreement shall continue until and terminate upon the later of (a) 10 years after the date that Indemnitee shall have ceased to serve at the request of Ensco Delaware and/or the Company as a director, secretary, officer or executive of the Company or other Enterprise or (b) one year after the final termination of any Proceeding, including any appeal, then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding (including any appeal) commenced by Indemnitee pursuant to Section 14 relating thereto.

17. Successors and Assigns . The indemnification and advancement of expenses rights provided by or granted pursuant to this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of Ensco Delaware or the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise, and shall inure to the benefit of Indemnitee and his or her spouse, assigns, heirs, devisees, executors and administrators and other legal representatives. Ensco Delaware and the Company shall require and shall cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of Ensco Delaware or the Company to, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that Ensco Delaware would be required to perform if no such succession had taken place. Failure to comply with the foregoing shall be a breach of this Agreement.

18. Severability . If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such

provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

19. Enforcement .

(a) Ensco Delaware expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director, secretary, officer or executive of the Company, and Ensco Delaware acknowledges that Indemnitee is relying upon this Agreement in serving as a director, secretary, officer or executive of the Company.

(b) This Agreement is a supplement to and in furtherance of any obligations of the Articles, applicable law, agreements or deeds with the Company or any other Enterprise and any applicable insurance maintained for the benefit of Indemnitee, and shall not supersede, nor diminish or abrogate any rights of Indemnitee under, any indemnification or other agreements previously entered into between Indemnitee and Ensco Delaware (or any of its subsidiaries or any Enterprise), it being the intention of Ensco Delaware and the Company that Indemnitee shall be entitled to the indemnification provided under any or all agreements to the fullest extent permitted by law. In the event of a conflict between this Agreement and any agreement or deed between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee, the agreement or deed (or provision thereof), as applicable, granting Indemnitee the greatest legally enforceable rights shall prevail.

20. Modification and Waiver . No supplement, modification or amendment, or wavier of any provision, of this Agreement shall be binding unless executed in writing by the parties thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

21. Notice by Indemnitee . Indemnitee agrees promptly to notify Ensco Delaware in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify Ensco Delaware shall not relieve Ensco Delaware of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

22. Notices . All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (d) sent by e-mail or facsimile transmission, with receipt of confirmation that such transmission has been received:

(a) if to Indemnitee, at such addresses as Indemnitee shall provide to Ensco Delaware.

(b) if to Ensco Delaware, to:

ENSCO International Incorporated
500 North Akard Street, Suite 4300
Dallas, Texas 75201-3331
Attention: _____
E-mail: _____

or to any other addresses as may have been furnished to Indemnitee by Ensco Delaware.

23. Contribution . To the fullest extent permissible under applicable law, if the indemnification and/or advancement of Expenses provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, Ensco Delaware, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for Expenses, judgments, fines, liabilities, losses, damages, excise taxes and/or amounts paid or to be paid in settlement, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect: (a) the relative benefits received by Ensco Delaware and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (b) the relative fault of Ensco Delaware (and its directors, secretaries, officers, executives, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

24. Applicable Law and Consent to Jurisdiction . This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a), Ensco Delaware and Indemnitee hereby irrevocably and unconditionally (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court, and not in any other state or federal court in the United States of America or any court in any other country, (b) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (c) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, The Corporation Trust Company, Wilmington, Delaware as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (d) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (e) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

25. Third Party Beneficiaries . Nothing in this Agreement shall be construed for any shareholder or creditor of the Company to be a third party beneficiary or to confer any such persons beneficiary rights or status.

26. Counterparts . This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

27. Headings . The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

(Remainder of page intentionally left blank)

The parties have caused this Agreement to be signed as of the day and year first above written.

ENSCO INTERNATIONAL INCORPORATED

By: _____
Name: _____
Title: _____

INDEMNITEE

By: _____
Name: _____

Exhibit 10.13

DEED OF INDEMNITY

This Deed of Indemnity (this " Deed ") is made as of December 22, 2009 by and between Ensco International plc, a public limited company incorporated in England (the " Company "), and _____ (" Indemnitee ").

PRELIMINARY STATEMENTS

A. ENSCO International Incorporated, a Delaware corporation (" Ensco Delaware ") and ENSCO Newcastle LLC, a Delaware limited liability company (" Ensco Mergeco "), have entered into and adopted an agreement and plan of merger and reorganization (the " Merger Agreement ") whereby Ensco Mergeco will merge with and into Ensco Delaware (the " Merger ").

B. Upon completion of the transactions contemplated by the Merger Agreement (the " Effective Time "), Ensco Delaware will become the wholly-owned subsidiary of the Company, and as a result, each issued and outstanding share of the common stock of Ensco Delaware will be converted into the right to receive one American depositary share representing one Class A Ordinary Share of the Company.

C. The Company and Ensco Delaware desire to attract and retain the services of highly qualified individuals, such as Indemnitee, to serve the Ensco group of companies and provide for the indemnification of, and advancement of expenses to, such persons to the maximum extent permitted by law.

D. The articles of association of the Company (the " Articles ") provide for the provision to its directors and officers and certain other persons of the benefit of an indemnity in respect of certain matters and in addition to any rights granted to Indemnitee under any agreement entered into between Indemnitee and the Company, the parties desire to enter into this Deed to provide for the indemnification of, and advancement of expenses to, Indemnitee to the maximum extent permitted by law.

E. Indemnitee has been asked to serve as a director, secretary, officer or executive of the Company and, as partial consideration for agreeing to do so, the Company has agreed to enter into this Deed with Indemnitee.

AGREEMENT

In consideration of the premises and the covenants contained herein, of Indemnitee serving the Company or another Enterprise directly or at the request of the Company and/or Ensco Delaware, and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Services to the Company . Indemnitee has agreed, at the request of the Company and/or Ensco Delaware, to serve as a director, secretary, officer or executive of the Company. In the event that at any time and for any reason Indemnitee resigns from such position (subject to any other contractual obligation or any obligation imposed by operation of law), the Company shall have no obligation under this Deed to continue Indemnitee in such position. This Deed is not an employment contract between the Company or Ensco Delaware (or any of their subsidiaries or any Enterprise) and Indemnitee. The foregoing notwithstanding, this Deed shall continue in force after Indemnitee has ceased to serve in such capacity of the Company, subject to and in accordance with Section 15 .

2. Definitions . As used in this Deed:

(a) " Associated Company " shall be construed in accordance with the Companies Act 2006 (the " CA 2006 ").

(b) " Corporate Status " means in respect of a person who is or was a director, secretary, officer, executive, trustee, partner, managing member, employee, agent or fiduciary of the Company or of any other Enterprise which such person is or was serving at the request of the Company and/or Ensco Delaware, his status as such director, secretary, officer, executive, trustee, partner, managing member, employee, agent or fiduciary.

(c) " Enterprise " shall mean the Company and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company and/or Ensco Delaware as a director, secretary, officer, executive, trustee, partner, managing member, employee, agent or fiduciary.

(d) " Expenses " shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements, obligations or expenses of the types customarily incurred in connection with, or as a result of, prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a deponent or witness in, or otherwise participating in, a Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, (ii) Expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company or Ensco Delaware, regardless of whether the Indemnitee is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (iii) Expenses incurred in connection with matters contemplated by or arising under Section 13(d) . The parties agree that for the purposes of any advancement of Expenses for which Indemnitee has made written demand to the Company in accordance with this Deed, all Expenses included in such demand that are certified by affidavit of Indemnitee's counsel as being reasonable shall be presumed conclusively to be reasonable. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments, fines, liabilities, losses or damages against Indemnitee.

(e) " Independent Counsel " means a law firm, or a partner (or, if applicable, member) of such a law firm, that is experienced in matters of corporation law and neither at the time of engagement is, nor in the five years prior to such engagement has been, retained to represent: (i) the Company, Ensco Delaware or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Deed, or of other indemnitees under similar indemnification agreements); or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company, Ensco Delaware or Indemnitee in an action to determine Indemnitee's rights under this Deed.

(f) The term " Proceeding " shall mean any proceeding including any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, regulatory, legislative or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director,

secretary, officer or executive of the Company, by reason of any action or inaction taken by him or of any action or inaction on his part while acting as director, secretary, officer or executive of the Company, or by reason of the fact that he is or was serving as a director, secretary, officer, executive, employee or agent of the Company or another Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Deed; provided , however , other than with respect to a Proceeding in connection with or arising under this Deed with respect to the matters contemplated by or arising under Section 13(d) , that the term "Proceeding" shall not include any action, suit or arbitration initiated by Indemnitee to enforce Indemnitee's rights under this Deed.

3. Indemnity . The Company shall, to the extent not prohibited by law and subject to Section 8 , indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, against all Expenses, demands, actions, payments, judgments, fines, liabilities, losses, damages and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his behalf in connection with such Proceeding or any claim, issue or matter therein, arising out of or in connection with:

(a) his appointment or service as a director of the Company or to any other Corporate Status;

(b) an act done, concurred in or omitted to be done (including any inaction) by the Indemnitee in connection with the Indemnitee's performance of his functions, or service, as a director of the Company or as a holder of any other Corporate Status; or

(c) an investigation, examination or other Proceeding ordered or commissioned in connection with the affairs of the Company, or of any other Enterprise including the same reasonably incurred as a result of defending or settling any Proceeding.

4. Indemnification for Expenses of a Party Who is Wholly or Partly Successful . Notwithstanding any other provisions of this Deed but subject to Section 8 , to the fullest extent permitted by applicable laws and to the extent that Indemnitee is a party to or a participant in and is successful, on the merits or otherwise, in any Proceeding or in defence of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with (a) each successfully resolved claim, issue or matter and (b) any claim, issue or matter related to any such successfully resolved claim, issue or matter to the fullest extent permitted by applicable law. For purposes of this Section 4 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter. This provision is in addition to, and not by way of limitation of, any other rights of Indemnitee hereunder.

5. Indemnification For Expenses of a Witness . Notwithstanding any other provision of this Deed but subject to Section 8 , to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of his Corporate Status, a witness or otherwise asked to participate in any aspect of a Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

6. Partial Indemnification . If Indemnitee is entitled under any provision of this Deed to indemnification by the Company for some or a portion of Expenses or other costs or expenses, including attorney's fees and disbursements, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

7. Additional Indemnification .

(a) Notwithstanding any limitation in Sections 3 but subject to Section 8 , the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is a party to or participant in or is threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company or Ensco Delaware to procure a judgment in its favor) against all Expenses, demands, actions, payments, judgments, fines, liabilities, losses, damages and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with the Proceeding.

(b) For purposes of Section 7(a), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

(i) to the fullest extent permitted by the provisions of the Articles that authorize, permit or contemplate additional indemnification by agreement, court action or the corresponding provision of any amendment to or replacement of the Articles or such provisions thereof;

(ii) to the fullest extent permitted by the provisions of English law that authorize, permit or contemplate additional indemnification by agreement, court action or the corresponding provision of any amendment to or replacement of English law or such provisions thereof; and

(iii) to the fullest extent authorized or permitted by any amendments to or replacements of English law (or such successor law), the Articles or the agreement or court action adopted, entered into or that are adjudicated after the date of this Deed that increase the extent to which a company may indemnify its directors, secretaries, officers and executives.

8. Exclusions . Notwithstanding any provision in this Deed to the contrary, the Company does not under this Deed make any indemnity in respect of:

(a)

any claim brought against the Indemnitee by the Company or an Associated Company for negligence, default, breach of duty or breach of trust;

(b) any liability of the Indemnitee 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);

(c) any liability incurred by the Indemnitee:

(i) in defending any criminal proceedings in which he is convicted;

(ii) in defending any civil proceedings brought by the Company or an Associated Company in which judgment is given against him; or

(iii) in connection with any application under Section 661(3) or (4) CA 2006 or Section 1157 CA 2006 in which the court refuses to grant the Director relief;

and references to a conviction, judgment or refusal of relief are to the final decision in the proceedings which shall be determined in accordance with Section 234(5) CA2006;

(d) any claim for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision;

(e) (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended, or any successor provision or similar provisions of state statutory or common law, or (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement due to the material noncompliance of the Company, as a result of the misconduct of Indemnitee, with any financial reporting requirement under the securities laws pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the " Sarbanes-Oxley Act "), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act);

(f) any claim for which payment is expressly prohibited by law; or

(g) except as provided in Section 13(d) of this Deed, any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or Ensco Delaware or its directors, officers, employees or other indemnitees, unless (i) the board of directors of the Company authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross-claim or affirmative defense brought or raised by Indemnitee in any Proceeding (or any part of any Proceeding), or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in Ensco Delaware under applicable law.

These exclusions shall not limit the right to advancement of Expenses under Section 9 or otherwise under this Deed pending the outcome of any Proceeding unless such advancement of Expenses is expressly prohibited by law. Notwithstanding the foregoing, this provision shall not limit Indemnitee's obligation to repay Expenses as expressly contemplated elsewhere in this Deed or as otherwise expressly required by law.

9. Advances of Expenses . The Company shall advance, to the extent not prohibited by law, the Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding (or any part of any Proceeding), and such advancement shall be made within 20 days after the receipt by the Company of a statement or statements requesting such advances (which shall include invoices received by Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditures made that would cause Indemnitee to waive any privilege accorded by law shall not be included with the invoice) from time to time, whether prior to or

after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Deed. In accordance with Section 13(d) , advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement and to enforce Indemnitee's rights generally under this Deed (including rights to indemnity generally), including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. The Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Deed which shall constitute an undertaking providing that the Indemnitee undertakes to repay the advance of Expenses in the circumstances and at the time set out in s205 CA 2006 and otherwise to the extent required by law if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, not subject to appeal, or other competent authority or arbitrator, that Indemnitee is not entitled to be indemnified by the Company. This Section 9 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 8 following the ultimate determination by a court of competent jurisdiction in a final judgment, not subject to appeal, or other competent authority or arbitrator. The right to advances under this paragraph shall in all events continue until final disposition of any Proceeding, including any appeal therein. For the avoidance of doubt, the provisions of Section 11 shall not apply to advancement of Expenses as contemplated by this Section 9 .

10. Procedure for Notification and Defence of Claim .

(a) To obtain indemnification under this Deed or advancement of Expenses or other costs or expenses, including attorney's fees and disbursements, contemplated hereby, Indemnitee shall submit to the Company a written request therefor.

(b) The Company will be entitled to participate in the Proceeding at its own expense.

(c) The Company shall not settle any Proceeding (in whole or in part) if such settlement would impose any Expenses, demands, actions, payments, judgments, fines, liabilities, losses, damages and amounts paid in settlement on Indemnitee for which Indemnitee is not entitled to be indemnified hereunder without the Indemnitee's prior written consent.

11. Procedure Upon Application for Indemnification .

(a) The Company shall promptly provide the indemnification rights and undertake related obligations contemplated by this Deed. If Indemnitee submits a request for indemnification pursuant to Section 10(a) , the Company shall advise Indemnitee in writing within 30 days from the date of such request whether it agrees to provide indemnification or that it objects to such request for indemnification. Within 10 days of receipt of such objection, Indemnitee may submit a request in writing to the Company, at Indemnitee's election, that the board of directors of the Company or Independent Counsel shall make a determination with respect to Indemnitee's entitlement to indemnification. If such determination is made by Independent Counsel, it shall be in a written statement to the board of directors of the Company, a copy of which shall be delivered to Indemnitee and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within 10 days after such determination. Indemnitee shall cooperate with the Independent Counsel making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such counsel upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by or on behalf of Indemnitee in so cooperating with the Independent Counsel shall be borne by the Company

(irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(b) The Independent Counsel shall be selected by Indemnitee and notified in writing to the Company. The Company may, within 10 days after written notice of such selection, deliver to the Indemnitee a written objection to such selection; provided , however , that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 , and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 10(a), and the final disposition of the Proceeding, including any appeal therein, no Independent Counsel shall have been selected and not objected to, the Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company to the selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 11(a). Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 13(a), Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(c) If the Company disputes a portion of the amounts for which indemnification is requested, the undisputed portion shall be paid and only the disputed portion withheld pending resolution of any such dispute.

(d) The Company shall pay the reasonable fees and expenses of the Independent Counsel referred to above and fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Deed or its engagement pursuant hereto.

12. Presumptions and Effect of Certain Proceedings .

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Deed if Indemnitee has submitted a request for indemnification in accordance with Section 10(a), and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (or its directors) or of Independent Counsel to have made a determination prior to the commencement of any action pursuant to this Deed that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (or its directors) or by Independent Counsel that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Deed) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which

he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

(c) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action or inaction is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the directors or officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or the board of directors of the Company or counsel selected by any committee of the board of directors of the Company or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser, investment banker or other expert selected with reasonable care by the Company or the board of directors of the Company or any committee of the board of directors of the Company. The provisions of this Section 12(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Deed.

(d) The knowledge and/or actions, or failure to act, of any director, secretary, officer, executive, trustee, partner, managing member, employee, agent or fiduciary of the Enterprise (not being Indemnitee) shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Deed.

13. Remedies of Indemnitee .

(a) Subject to Section 13(e), in the event that (i) a determination is made pursuant to Section 12 that Indemnitee is not entitled to indemnification under this Deed, (ii) advancement of Expenses is not timely made pursuant to Section 9 , (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 11(a) within 90 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 4 or 5 or the last sentence of Section 11(a) within 10 days after receipt by the Company of a written request therefor, or (v) payment of indemnification pursuant to Section 3 or 8 is not made within 10 days after a determination has been made that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to apply to court for an adjudication of his entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at his option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 13(a); provided , however , that the foregoing clause shall not apply in respect of a proceeding brought by Indemnitee to enforce his rights under Section 4 . Neither the Company nor Ensco Delaware shall oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 11(a) that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 13 shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 13 , the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) If a determination shall have been made pursuant to Section 11(a) that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 13 , absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement

not materially misleading, in connection with the request for indemnification, or (ii) an express prohibition of such indemnification under applicable law.

(d) The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 13 that the procedures and presumptions of this Deed are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Deed. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Deed by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company shall, to the fullest extent permitted by law, indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within 10 days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by or on behalf of Indemnitee in connection with any action brought by Indemnitee for indemnification or advancement of Expenses from the Company under this Deed or under any directors' and officers' liability insurance policies maintained by the Company, if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(e) Notwithstanding anything in this Deed to the contrary, no determination as to entitlement to indemnification under this Deed shall be required to be made prior to the final disposition of the Proceeding, including any appeal therein.

(f) To the extent that the Company is unable to pay any amounts for indemnification or advancement of Expenses hereunder, Indemnitee may pursue any other company in the Ensco group to receive such indemnification or advancement of Expenses.

14. Non-Exclusivity; Survival of Rights; Insurance; Subrogation .

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Deed shall not be exclusive of, a substitute for, or to diminish or abrogate, any other rights to which Indemnitee may at any time be entitled under applicable law, the Articles, any agreement (including any agreement between Indemnitee and any other Enterprise), a vote of stockholders or a resolution of directors, or otherwise, and rights of Indemnitee under this Deed shall supplement and be in furtherance of any other such rights. More specifically, the parties intend that Indemnitee shall be entitled to (i) indemnification to the maximum extent permitted by, and the fullest benefits allowable under, English law in effect at the date hereof or as the same may be amended to the extent that such indemnification or benefits are increased thereby, and (ii) such other benefits as are or may be otherwise available to Indemnitee pursuant to this Deed, any other agreement or otherwise. The rights of Indemnitee hereunder shall be a contract right and, as such, shall run to the benefit of Indemnitee. No amendment, alteration or repeal of this Deed or of any provision hereof shall limit or restrict any right of Indemnitee under this Deed in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in English law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently, including without limitation under the Articles and/or this Deed, it is the intent of the parties hereto that Indemnitee shall enjoy by this Deed the greater benefits so afforded by such change and this Deed shall be automatically amended to provide the Indemnitee with such greater benefits. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or

now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company or Ensco Delaware (including any affiliates) maintains an insurance policy or policies providing liability insurance for directors, secretaries, officers, executives, employees or agents of the Company or of any other Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, secretary, officer, executive, employee or agent under such policy or policies (notwithstanding any limitations regarding indemnification or advancement of Expenses hereunder and whether or not the Company or Ensco Delaware would have the power to indemnify such person against such covered liability under this Deed). If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company or Ensco Delaware has such liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company and Ensco Delaware shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies, including by bringing claims against the insurers.

(c) In the event of any payment under this Deed, the Company and Ensco Delaware shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute at the request of the Company all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company and/or Ensco Delaware to bring suit to enforce such rights.

(d) The Company shall not be liable under this Deed to make any payment of amounts otherwise indemnifiable hereunder or for which advancement of Expenses is provided hereunder if and to the extent that Indemnitee has otherwise actually received (by way of payment to or to the order of the Indemnitee) such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, secretary, officer, executive, trustee, partner, managing member, employee, agent or fiduciary of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other Enterprise.

15. Duration of Deed . This Deed shall continue until and terminate upon the later of (a) 10 years after the date that Indemnitee shall have ceased to serve at the request of the Company and/or Ensco Delaware as a director, secretary, officer or executive of the Company or other Enterprise or (b) one year after the final termination of any Proceeding, including any appeal, then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding (including any appeal) commenced by Indemnitee pursuant to Section 13 relating thereto.

16. Successors and Assigns . This Deed shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company or Ensco Delaware), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise, and shall inure to the benefit of Indemnitee and his or her spouse, assigns, heirs, devisees, executors and administrators and other legal representatives. The Company and Ensco Delaware shall require and shall cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the

business or assets of the Company or Ensco Delaware to, by written agreement in form and substance satisfactory to the Indemnitee, expressly to assume and agree to perform this Deed in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Failure to comply with the foregoing shall be a breach of this Deed.

17. Severability . The parties intend that the rights granted under this Deed and the obligations of the Company hereunder comply in all respects with the applicable English law, including any limitations on indemnity or the ability for Indemnitee to request be excused for negligence, default, breach of duty or breach of trust (however such limitations or rights may exist from time to time under English law). If any provision or provisions of this Deed shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Deed (including without limitation, each portion of any Section of this Deed containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Deed (including, without limitation, each portion of any Section of this Deed containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

18. Enforcement .

(a) The Company expressly confirms and agrees that it has entered into this Deed and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director, secretary, officer or executive of the Company, and the Company acknowledges that Indemnitee is relying upon Deed in serving as a director, secretary, officer or executive of the Company.

(b) This Deed is a supplement to and in furtherance of any obligations of the Articles, applicable law, agreements or deeds with the Company or any other Enterprise and any applicable insurance maintained for the benefit of Indemnitee, and shall not supersede, nor diminish or abrogate any rights of Indemnitee under, any indemnification or other agreements previously entered into between Indemnitee and the Company and/or Ensco Delaware (or any of its subsidiaries or any Enterprise), it being the intention of the Company and Ensco Delaware that Indemnitee shall be entitled to the indemnification provided under any or all agreements to the fullest extent permitted by law. In the event of a conflict between this Deed and any agreement or deed between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee, the agreement or deed (or provision thereof), as applicable, granting Indemnitee the greatest legally enforceable rights shall prevail.

19. Modification and Waiver . No supplement, modification or amendment, or wavier of any provision, of this Deed shall be binding unless executed in writing by the parties thereto. No waiver of any of the provisions of this Deed shall be deemed or shall constitute a waiver of any other provisions of this Deed nor shall any waiver constitute a continuing waiver.

20. Notice by Indemnitee . Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Deed or otherwise.

21. Notices . All notices, requests, demands and other communications under this Deed shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (d) sent by e-mail or facsimile transmission, with receipt of confirmation that such transmission has been received:

(a) if to Indemnitee, at such addresses as Indemnitee shall provide to the Company;

or

(b) if to the Company, to:

Ensco International Limited
Badentoy Avenue
Badentoy Industrial Estate
Aberdeen
AB12 4YB
Scotland

or to any other addresses as may have been furnished to Indemnitee by the Company.

22. Contribution . To the fullest extent permissible under applicable law, if the indemnification and/or advancement of Expenses provided for in this Deed is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for Expenses, judgments, fines, liabilities, losses, damages, excise taxes and/or amounts paid or to be paid in settlement, in connection with any claim relating to an indemnifiable event under this Deed, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect: (a) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (b) the relative fault of the Company (and its directors, secretaries, officers, executives, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

23. Applicable Law and Consent to Jurisdiction . This Deed and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of England, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 13(a), the Company and Indemnitee hereby irrevocably and unconditionally (a) agree that any action or proceeding arising out of or in connection with this Deed may only be brought in English courts or the Delaware Court and not in any other state or federal court in the United States of America, (b) consent to submit to the exclusive jurisdiction of English courts or the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Deed, (c) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, The Corporation Trust Company, Wilmington, Delaware as its agent in the State of Delaware, or to the extent such party is not otherwise subject to service of process in England, Baker & McKenzie LLP, London, England, for the attention of the Head of Dispute Resolution, as its agent in England, for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within such jurisdiction, and (d) waive any objection to the laying of venue in England or the Delaware Court and waive, and agree not to plead or make, any claim that any such action or proceeding brought in such places has been brought in an improper or inconvenient forum.

24. Third Party Beneficiaries . Nothing in this Deed shall be construed for any shareholder or creditor of the Company to be a third party beneficiary or to confer any such persons beneficiary rights or status.

25. Counterparts . This Deed may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Deed. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Deed.

26. Headings . The headings of the sections of this Deed are inserted for convenience only and shall not be deemed to constitute part of this Deed or to affect the construction thereof.

(Remainder of page intentionally left blank)

The parties have caused this Deed to be signed as of the day and year first above written.

EXECUTED as a deed by
Ensco International plc

Director

Director/Secretary

SIGNED as a deed
By in
the presence of:

Name of witness:
Address of witness:

Exhibit 10.14

AMENDMENT AND RESTATEMENT OF LETTER AGREEMENT

THIS AMENDMENT AND RESTATEMENT, dated and effective as of December 22, 2009, by and among Ensco International Incorporated (hereinafter referred to as the "Company") and William S. Chadwick, Jr. (hereinafter referred to as the "Executive").

W I T N E S S E T H:

WHEREAS, on March 1, 2006, the Company and the Executive entered into a Letter Agreement effective as of January 1, 2006 (the "Letter Agreement") pursuant to which the Executive will be entitled to a specified severance payment in the event of his involuntary termination other than for cause, or his actual or constructive termination other than for cause within two years following a change in control of the Company; and

WHEREAS, the Company and the Executive desire to amend and restate the Letter Agreement in order to clarify the intended meaning of (i) "change in control" within the meaning of the Letter Agreement, and (ii) other provisions of the Letter Agreement as provided herein;

NOW, THEREFORE, in consideration of the mutual premises and the covenants herein contained, the Company and the Executive hereby agree to amend and restate the Letter Agreement in its entirety to read as follows:

1. Term . The Letter Agreement became initially applicable for a four-year term that commenced January 1, 2006 to coincide with the effective date of the Executive's appointment as Executive Vice President-Chief Operating Officer of the Company (the "Term"). The Term shall be subject to annual one-year extensions unless terminated in writing by the Company at least one year prior to the scheduled expiration of the Term.

2. Severance Payment Upon Involuntary Termination . The Executive shall be entitled to a lump sum severance payment from the Company of an amount equal to two times the sum of his most recent annual base salary from the Company and the target bonus for the current year under the Ensco International Incorporated 2005 Cash Incentive Plan (the "2005 ECIP"), or a successor plan, in the event his employment is involuntary terminated during the Term by the Company other than by reason of gross negligence, malfeasance, breach of fiduciary duty, or like cause ("For Cause"). The Company shall make the severance payment under this Section 2 to the Executive not later than the March 15 th of the calendar year immediately following the calendar year in which his employment is involuntarily terminated.

3. Severance Payment and Other Rights Upon Certain Termination Following a Change in Control . In the event the employment of the Executive is actually or constructively terminated during the Term other than For Cause within two years following a Change in Control of the Company, the Executive shall be entitled to (i) a lump sum severance payment from the Company of an amount equal to three times the sum of his most recent annual base salary from the Company and the target bonus for the current year under the 2005 ECIP, or a successor plan, and (ii) full vesting of all outstanding equity (restricted stock and options) awards.

For purposes of this Letter Agreement, a "Change in Control" of the Company shall mean the occurrence of any of the following events: (a) a change in the ownership of the Company, which occurs on the date that any one person, or more than one person acting as a group, acquires ownership of stock of the Company that, together with stock held by such person or group, constitutes more than 50% of the total voting power of the stock of the Company, or (b) a majority of the members of the Board of Directors of the Company (the "Board") is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; provided, however, a Change in Control of the Company shall not be deemed to have occurred by virtue of the consummation of any transaction or series of related transactions immediately following which the record or beneficial holders of the voting stock of the Company immediately before such transaction or series of transactions continue to have a majority of the direct or indirect ownership in one or more entities which, singly or together, immediately following such transaction or series of transactions, either (i) own all or substantially all of the assets of the Company as constituted immediately prior to such transaction or series of transactions, or (ii) are the ultimate parent with direct or indirect ownership of all of the voting stock of the Company after such transaction or series of transactions.

The Company shall make the severance payment under this Section 3 to the Executive on the date which is the sixth-month anniversary of the date on which his employment is actually or constructively terminated. If the Executive becomes entitled to the severance payment under this Section 3, he shall not be entitled to a severance payment under Section 2.

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officers, and the Executive have caused this amendment and restatement of the Letter Agreement to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

/s/ Cary A. Moomjian, Jr.
By: Cary A. Moomjian, Jr.
Its: Vice President

/s/ William S. Chadwick, Jr.
William S. Chadwick, Jr.

Exhibit 10.15

AMENDMENT TO EMPLOYMENT OFFER LETTER AGREEMENT

THIS AMENDMENT, dated and effective as of December 22, 2009, by and among Ensco International Incorporated (hereinafter referred to as the "Company") and Daniel W. Rabun, (hereinafter referred to as the "Executive").

W I T N E S S E T H:

WHEREAS, on February 6, 2006, the Company entered into an Employment Offer Letter Agreement with the Executive in connection with the Executive's appointment as the President and a member of the Board of Directors of the Company, in each case effective on or about March 31, 2006 (the "Letter Agreement"), pursuant to which the Executive will be entitled to a specified severance payment in the event of his involuntary termination other than for cause, or his actual or constructive termination other than for cause within two years following a change in control of the Company; and

WHEREAS, the Company and the Executive desire to amend the Letter Agreement in order to clarify the intended meaning of (i) "change in control" within the meaning of the Letter Agreement, and (ii) other provisions of the Letter Agreement as provided herein;

NOW, THEREFORE, in consideration of the mutual premises and the covenants herein contained, the Company and the Executive hereby agree to the following amendment to the Letter Agreement to read as follows:

The seventh paragraph of the Letter Agreement is hereby amended and replaced by the following three paragraphs to read as follows:

You shall be entitled to a lump sum severance payment from ENSCO of an amount equal to two times the sum of your most recent annual base salary from ENSCO and the target bonus for the current year under the Ensco International Incorporated 2005 Cash Incentive Plan (the "2005 ECIP"), or a successor plan, plus immediate vesting for 20% of the Initial Grants, in the event your employment is involuntary terminated by ENSCO other than by reason of gross negligence, malfeasance, breach of fiduciary duty, or like cause ("For Cause"). ENSCO shall make the severance payment under this paragraph to you not later than the March 15 th of the calendar year immediately following the calendar year in which your employment is involuntarily terminated.

In the event your employment is actually or constructively terminated other than For Cause within two years following a Change in Control of ENSCO, you shall be entitled to (i) a lump sum severance payment from ENSCO of an amount equal to three times the sum of your most recent annual base salary from ENSCO and the target bonus for the current year under the 2005 ECIP, or a successor plan, and (ii) full vesting of all outstanding equity (restricted stock and options) awards.

For purposes of this Letter Agreement, a "Change in Control" of ENSCO shall mean the occurrence of any of the following events: (a) a change in the ownership of ENSCO, which

occurs on the date that any one person, or more than one person acting as a group, acquires ownership of stock of ENSCO that, together with stock held by such person or group, constitutes more than 50% of the total voting power of the stock of ENSCO, or (b) a majority of the members of the Board of Directors of ENSCO (the "Board") is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; provided, however, a Change in Control of ENSCO shall not be deemed to have occurred by virtue of the consummation of any transaction or series of related transactions immediately following which the record or beneficial holders of the voting stock of ENSCO immediately before such transaction or series of transactions continue to have a majority of the direct or indirect ownership in one or more entities which, singly or together, immediately following such transaction or series of transactions, either (i) own all or substantially all of the assets of ENSCO as constituted immediately prior to such transaction or series of transactions, or (ii) are the ultimate parent with direct or indirect ownership of all of the voting stock of ENSCO after such transaction or series of transactions.

ENSCO shall make the severance payment under this paragraph to you on the date which is the sixth-month anniversary of the date on which your employment actually or constructively terminated. If you become entitled to the severance payment under this paragraph, you shall not be entitled to a severance payment under the immediately preceding paragraph.

The general and Change in Control severance protection provided under the two immediately preceding paragraphs will have an initial applicability of four years following the commencement of your employment, with annual one-year extensions unless terminated in writing by ENSCO at least one-year prior to the scheduled expiration.

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officers, and the Executive have caused this amendment to the Letter Agreement to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

/s/ Cary A. Moomjian, Jr.
By: Cary A. Moomjian, Jr.
Its: Vice President

/s/ Daniel W. Rabun
Daniel W. Rabun

Exhibit 99.1

Ensco International Incorporated
500 North Akard
Suite 4300
Dallas, TX 75201-3331
Phone: (214) 397-3000
www.enscointernational.com

News Release

Ensco Stockholders Approve Change in Corporate Structure

Dallas, Texas, December 22, 2009 ... Ensco International Incorporated (NYSE: ESV) announced today at a Special Meeting of Stockholders that an overwhelming majority of Ensco's outstanding shares were voted in favour of the previously announced plan to change the Company's corporate structure. The plan is designed to enhance Ensco's worldwide business operations.

Effective tomorrow, December 23, 2009, Ensco's parent company legal domicile will change from Delaware to the U.K., the new parent company name will be Ensco International plc, and Ensco's ordinary shares will begin trading as American Depository Shares on the New York Stock Exchange under the trading symbol "ESV", the current trading symbol for Ensco's common stock. In first quarter 2010, the Company will relocate several of our executive officers to a new global headquarters in London. Ensco will continue to conduct the same business operations.

Chairman, President and Chief Executive Officer Dan Rabun stated, "We greatly appreciate the overwhelming endorsement of our stockholders to pursue the benefits of our plan which we expect will result in enhanced management oversight of our worldwide fleet, greater access to more of our customers and potential tax efficiencies." Mr. Rabun added, "We expect a smooth transition and we will work vigorously to realize the anticipated benefits for our customers, employees and stockholders."

Ensco International (NYSE: ESV) brings energy to the world as a global provider of offshore drilling services to the petroleum industry. With a fleet of ultra-deepwater semisubmersible and premium jackup drilling rigs, Ensco serves customers with high-quality equipment, a well-trained workforce and a strong record of safety and reliability. To learn more about Ensco, please visit our website www.enscointernational.com.

Statements contained in this document that state the Company's or management's intentions, hopes, beliefs, expectations, anticipations, projections, confidence, schedules, or predictions of the future are forward-looking statements made pursuant to the Private Securities Litigation Reform Act of 1995.

Forward-looking statements include words such as "anticipate," "believe," "estimate," "expect," "intend," "plan," "project," "could," "may," "might," "should," "will" and words and phrases of similar import. The forward-looking statements include, but are not limited to, statements about the reorganization of the Company's corporate structure and our plans, objectives, expectations, anticipated benefits and intentions with respect thereto and with respect to future operations, including the enhanced management oversight, closer proximity to customers and potential tax efficiencies that we expect to achieve as a result of the restructuring, as described in this press release and in the Company's proxy statement filed with the Securities and Exchange Commission (SEC) on November 20, 2009 and subsequently delivered to stockholders.

Numerous factors could cause actual results to differ materially from those in the forward-looking statements, including (i) changes in foreign or domestic laws, including tax laws, that could effectively reduce or eliminate the benefits we expect to achieve from the reorganization of the Company's corporate structure; (ii) negative publicity resulting from the restructuring having an adverse effect on our business; (iii) an inability to realize expected benefits from the restructuring or the occurrence of difficulties in connection with the restructuring;

(iv) costs related to the restructuring and implementation thereof, which could be greater than expected; (v) industry conditions and competition, including changes in rig supply and demand or new technology; (vi) risks associated with the global economy and its impact on capital markets and liquidity; (vii) oil and natural gas prices and their impact upon future levels of drilling activity and expenditures; (viii) further declines in rig activity, which may cause us to idle or stack additional rigs; (ix) excess rig availability or supply resulting from delivery of newbuild drilling rigs; (x) heavy concentration of our rig fleet in premium jackups; (xi) cyclical nature of the industry; (xii) worldwide expenditures for oil and natural gas drilling; (xiii) the ultimate resolution of the ENSCO 69 situation in general, and the potential return of the rig or package policy political risk insurance recovery in particular; (xiv) changes in the timing of revenue recognition resulting from the deferral of certain revenues for mobilization of our drilling rigs, time waiting on weather or time in shipyards, which are recognized over the contract term upon commencement of drilling operations; (xv) operational risks, including excessive unplanned downtime and hazards created by severe storms and hurricanes; (xvi) risks associated with offshore rig operations or rig relocations in general and in foreign jurisdictions in particular; (xvii) renegotiation, nullification, cancellation or breach of contracts or letters of intent with customers or other parties, including failure to negotiate definitive contracts following announcements or receipt of letters of intent; (xviii) inability to collect receivables; (xix) changes in the dates new contracts actually commence; (xx) changes in the dates our rigs will enter a shipyard, be delivered, return to service or enter service; (xxi) risks inherent to domestic and foreign shipyard rig construction, repair or enhancement, including risks associated with concentration of our remaining ENSCO 8500 Series® rig construction contracts in a single foreign shipyard, unexpected delays in equipment delivery and engineering or design issues following shipyard delivery; (xxii) availability of transport vessels to relocate rigs; (xxiii) environmental or other liabilities, risks or losses, whether related to hurricane damage, losses or liabilities (including wreckage or debris removal) in the Gulf of Mexico or otherwise, that may arise in the future and are not covered by insurance or indemnity in whole or in part; (xxiv) limited availability or high cost of insurance coverage for certain perils such as hurricanes in the Gulf of Mexico or associated removal of wreckage or debris; (xxv) self-imposed or regulatory limitations on drilling locations in the Gulf of Mexico during hurricane season; (xxvi) impact of current and future government laws and regulations affecting the oil and gas industry in general and our operations and restructuring in particular, including taxation as well as repeal or modification of same; (xxvii) our ability to attract and retain skilled personnel; (xxviii) governmental action and political and economic uncertainties, including expropriation, nationalization, confiscation or deprivation of our assets; (xxix) terrorism or military action impacting our operations, assets or financial performance; (xxx) outcome of litigation, legal proceedings, investigations or insurance or other claims; (xxxi) adverse changes in foreign currency exchange rates, including their impact on the fair value measurement of our derivative financial instruments; (xxxii) potential long-lived asset or goodwill impairments; (xxxiii) potential reduction in fair value of our auction rate securities; and (xxxiv) other risks as described from time to time as Risk Factors and otherwise in the Company's SEC filings. Moreover, the United States Congress, the U.S. Internal Revenue Service, the U.K. Parliament or H.M. Revenue & Customs may attempt to enact new statutory or regulatory provisions that could adversely affect Ensco's status as a non-U.S. corporation or otherwise adversely affect Ensco's anticipated global tax position following the restructuring. Retroactive statutory or regulatory actions have occurred in the past, and there can be no assurance that any such provisions, if enacted or promulgated, would not have retroactive application to Ensco or the restructuring.

The factors identified above are believed to be important factors (but not necessarily all of the important factors) that could cause actual results to differ materially from those expressed in any forward-looking statement made by us. Other factors not discussed herein could also have material adverse effects on us. All forward-looking statements included in this document are expressly qualified in their entirety by the foregoing cautionary statements.

The foregoing list of factors is not exhaustive and new factors may emerge from time to time that could also affect actual performance and results. For additional factors see also "Risk Factors" in Ensco's definitive proxy statement/prospectus filed with the SEC on November 20, 2009, Part I, Item 1A "Risk Factors" included in Ensco's Form 10-K for the year ended December 31, 2008, and Part II, Item 1A "Risk Factors" included in Ensco's Form 10-Q for the quarter ended September 30, 2009. Copies of the Form 10-K and Form 10-Q are available online at www.sec.gov or on request from the Company as set forth in Part I, Item 1 "Available Information" in Ensco's Form 10-K .

All information in this news release is as of today. The Company undertakes no duty to update any forward-looking statement, to conform the statement to actual results, or reflect changes in the Company's expectations.

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