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): 14 May 2012

Ensco plc

(Exact name of registrant as specified in its charter)

England and Wales	**1-8097**	**98-0635229**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

6 Chesterfield Gardens
London, England W1J 5BQ
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: +44 (0) 20 7659 4660

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))

Item 1.01 Entry into a Material Definitive Agreement.

The discussion of the amendments to the Ensco plc equity plans and the termination and amendment of the Deposit Agreement set forth in response to Item 8.01 below is incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

The discussion of the termination and amendment of the Deposit Agreement set forth in response to Item 8.01 below is incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders.

The discussion of the termination and amendment of the Deposit Agreement and the description of Class A Ordinary Shares set forth in response to Item 8.01 below is incorporated herein by reference.

Item 8.01 Other Events.

Termination and Amendment of Deposit Agreement

On 14 May 2012, Ensco plc ("Ensco") and Citibank, N.A. ("Citibank") agreed to terminate the Deposit Agreement, dated as of 29 September 2009 (as amended, the "Deposit Agreement"), among Ensco, Citibank and the holders and beneficial owners of American Depositary Shares ("ADSs") issued thereunder, in order to convert the outstanding ADSs into Class A Ordinary Shares, nominal value US$0.10 per share ("Shares" or "Class A Ordinary Shares"), of Ensco, and to cause the Shares to be listed and traded on the New York Stock Exchange ("NYSE") in lieu of ADSs (the "Conversion"). Ensco anticipates the Shares will be listed on the NYSE on 22 May 2012 and trade under the symbol "ESV." Ensco and Citibank agreed to amend the Deposit Agreement to, among other items, (i) eliminate the sale of Shares represented by the ADSs not presented for cancellation in connection with the Conversion without Ensco's consent; (ii) provide for the immediate cancellation of ADSs held in "street name" through The Depository Trust Company ("DTC") and the delivery of the corresponding Shares to DTC (or its nominee) on 22 May 2012 (the "Conversion Date"); (iii) provide for the delivery, as part of the Conversion, of all remaining Shares represented by ADSs (other than ADSs held through DTC and ADSs held for a subsidiary of Ensco for the use and benefit of Ensco in connection with its equity plans) to a custodial account maintained at DTC by Computershare Trust Company, N.A. ("Computershare"), as exchange agent for the Conversion and as custodian for holders who elect to hold uncertificated Shares; (iv) provide that, as of the Conversion Date, each holder of uncertificated ADSs shall be entitled to receive the corresponding Shares from Computershare as exchange agent for the Conversion, upon the terms set forth in a notice of termination and amendment to be sent to such holders; and (v) provide that, as of the Conversion Date, each American Depositary Receipt ("ADR") shall evidence the right to receive from Computershare, as exchange agent for the Conversion, the number of Shares corresponding to the ADSs previously evidenced by the ADRs, upon the terms set forth in a notice of termination and amendment to be sent to such holders.

Description of Class A Ordinary Shares

The following description of the Class A Ordinary Shares amends and supersedes the description set forth in the Current Report on Form 8-K12B, filed on 23 December 2009, for purposes of updating Ensco's registration statement under the Section 12(b) of the U.S. Securities Exchange Act of 1934, as amended:

The following information is a summary of the material terms of the Class A Ordinary Shares, as specified in the Articles of Association of Ensco plc (the "Articles"). This summary is not complete and is subject to the complete text of the Articles. You are encouraged to carefully read the Articles.

- All of the issued Class A Ordinary Shares are fully paid and not subject to any further calls by Ensco.
- Class A Ordinary Shares carry the right to receive dividends or other distributions paid by Ensco.
- The holders of Class A Ordinary Shares have the right to receive notice of, and to attend and vote at, all general meetings of Ensco.
- Subject to the U.K. Companies Act 2006 (the "Companies Act"), any equity securities issued by Ensco for cash must first be offered to Ensco shareholders in proportion to their existing holdings of Class A Ordinary Shares unless waived by a special resolution of Ensco shareholders, either generally or specifically, for a maximum period not exceeding five years. A special resolution to that effect was adopted on 15 December 2009, which expires on 15 December 2014.
- Class A Ordinary Shares are not redeemable; however, subject to the Companies Act, Ensco may purchase or contract to purchase any of its ordinary shares off-market. Ensco may only purchase its ordinary shares out of distributable reserves or the proceeds of a new issue of shares made for the purpose of funding the repurchase.
- If Ensco is wound up (whether the liquidation is voluntary, under supervision of a court or by a court), the liquidator is under a duty to collect in and realize the assets of Ensco and to distribute them to Ensco's creditors and, if there is a surplus, to Ensco shareholders according to their entitlements. This applies whether the assets consist of property of one kind or of different kinds.
- Under the Companies Act, a "special resolution" of shareholders requires the affirmative vote of not less than 75% of votes cast and an "ordinary resolution" requires the affirmative vote of greater than 50% of votes cast.

Share Capital.

As of the date of this report, there are (a) 50,000 Class B Ordinary Shares, nominal value £1.00 per share (the "Class B Ordinary Shares") in issue and held by a subsidiary of Ensco and (b) 235,849,942 Class A Ordinary Shares, nominal value US$0.10 per share, in issue. On 15 December 2009, by special resolution adopted by the then sole shareholder of Ensco, the board of directors of Ensco (the "Ensco Board") was authorized to allot a total of additional shares with an aggregate nominal value of US$30.0 million, of which US$8,584,994 of aggregate nominal value of Class A Ordinary Shares have been previously allotted and issued as of the date of this report. Any shares allotted and issued pursuant to such shareholder authority may be Class A Ordinary Shares, Class B Ordinary Shares or a class of shares with such rights as the Ensco Board shall determine at the time of allotment and issuance. Such shareholder authority expires on 15 December 2014 unless renewed.

All of the issued Class A Ordinary Shares are fully paid and not subject to any further calls by Ensco. There are no conversion rights, redemption provisions or sinking fund provisions relating to any Class A Ordinary Shares.

All Class A Ordinary Shares are represented by certificates in registered form issued (subject to the terms of issue of the shares) by Ensco's transfer agent and registrar, Computershare.

Under English law, persons who are neither residents nor nationals of the U.K. may freely hold, vote and transfer the Ensco shares in the same manner and under the same terms as U.K. residents or nationals.

The Class A Ordinary Shares and the Class B Ordinary Shares (collectively, the "Ordinary Shares") have the same rights and privileges in all respects. While the Class B Ordinary Shares remain in issue, such shares have no voting rights or rights to dividends or distributions, to the extent that they are held by Ensco or any of its subsidiaries.

Dividends.

Subject to the Companies Act, the Ensco Board may declare a dividend to be paid to the shareholders according to their respective rights and interests in Ensco, and may fix the time for payment of such dividend. The Ensco Board may from time to time declare and pay (on any class of shares of any amounts) such dividends as appear to them to be justified by the profits of Ensco that are available for distribution. There are no fixed dates on which entitlement to dividends arise on any of the Ordinary Shares. The Ensco Board may direct the payment of all or any part of a dividend to be satisfied by distributing specific assets, in particular paid up shares or debentures of any other company. The Articles permit a scrip dividend scheme under which shareholders may be given the opportunity to elect to receive fully paid Class A Ordinary Shares instead of cash, with respect to all or part of future dividends. Ordinary Shares held by or for the benefit of an Ensco subsidiary will not be entitled to any dividends or distributions, including any scrip dividends, bonus shares or dividends or distributions of property or debentures of any other company. Further, the trustees of an employee benefit trust established in connection with Ensco's equity incentive plans have agreed that Class A Ordinary Shares held by it will not be entitled to any dividends or distributions, including any scrip dividends, bonus shares or dividends or distributions of property or debentures of any other company.

If a shareholder owes any money to Ensco relating in any way to any class of Ensco shares, the Ensco Board may deduct any of this money from any dividend on any shares held by the shareholder, or from other money payable by Ensco in respect of the shares. Money deducted in this way may be used to pay the amount owed to Ensco.

Unclaimed dividends and other amounts payable by Ensco in respect of an Ordinary Share can be invested or otherwise used by the directors for the benefit of Ensco until they are claimed under English law. A dividend or other money remaining unclaimed for a period of twelve years after it first became due for payment will be forfeited and cease to remain owed by Ensco.

Voting Rights.

At a general meeting any resolutions put to a vote must be decided on a poll rather than by a show of hands.

Subject to any rights or restrictions as to voting attached to any class of shares in accordance with the Articles or by agreement and subject to disenfranchisement (i) in the event of non-payment of any call or other sum due and payable in respect of any shares not fully paid; (ii) in the event of any non-compliance with any statutory notice requiring disclosure of an interest in shares; (iii) with respect to any shares held by or for the benefit of any subsidiary of Ensco; or (iv) with respect to any Shares held by the trustees of an employee benefit trust established in connection with Ensco's equity incentive plans in which a beneficial interest has not yet vested in a beneficiary of such trust, every shareholder (other than any subsidiary of Ensco) who (being an individual) is present in person or (being a corporation) is present by a duly authorized corporate representative at a general meeting of Ensco will have one vote for every share of which he or she is the holder, and every person present who has been appointed as a proxy shall have one vote for every share in respect of which he or she is the proxy, except that any proxy who has been appointed by DTC or its proxies shall have such number of votes as equals the number of shares in relation to which such proxy has been appointed.

In the case of joint holders, the vote of the person whose name stands first in the register of shareholders and who tenders a vote, whether in person or by proxy, is accepted to the exclusion of any votes tendered by any other joint holders.

The necessary quorum for a general shareholder meeting is the shareholders who together represent at least the majority of the voting rights of all the shareholders entitled to vote present in person or by proxy (*i.e.* , any shares whose voting rights have been disenfranchised (whether pursuant to the Companies Act and/or under the Articles) shall be disregarded for the purposes of determining a quorum).

An annual general meeting of shareholders shall be called by not less than 21 clear days' notice and no more than 60 days' notice. For all other general meetings except general meetings properly requisitioned by shareholders, such meetings shall be called by not less than 14 clear days' notice and no more than 60 days' notice. The notice of meeting also must specify a time (which shall not be more than 60 days nor less than 10 days before the date of the meeting) by which a person must be entered on the register in order to have the right to attend or vote at the meeting. The number of shares then registered in their respective names shall determine the number of votes a person is entitled to cast at that meeting.

An appointment of proxy (whether in hard copy form or electronic form) must be received by Ensco before the time for holding the meeting or adjourned meeting at which the person named in the appointment of proxy proposes to vote; in the case of a poll taken more than 48 hours after the meeting at which the relevant vote was to be taken, an appointment of proxy must be received after such meeting and not less than 24 hours (or such shorter time as the Ensco Board may determine) before the time appointed for taking the poll; or in the case of a poll not taken immediately but taken not more than 48 hours after the meeting, the appointment of proxy must be delivered at the meeting at which the poll is to be taken. An appointment of proxy not received or delivered in accordance with the Articles is invalid under English law.

Return of Capital.

In the event of a voluntary winding-up of Ensco, the liquidator may, on obtaining any sanction required by law, divide among the shareholders the whole or any part of the assets of Ensco, whether or not the assets consist of property of one kind or of different kinds.

The liquidator also may, with the same authority, transfer the whole or any part of the assets to trustees upon any trusts for the benefit of the shareholders as the liquidator decides. No past or present shareholder can be compelled to accept any asset that could subject him or her to a liability.

Preemptive Rights and New Issues of Shares.

Under Section 549 of the Companies Act, directors are, with certain exceptions, unable to allot securities without being authorized either by the shareholders in a general meeting or by the Articles pursuant to Section 551 of the Companies Act. In addition, under the Companies Act, the issuance of equity securities that are to be paid for wholly in cash (except shares held under an employees' share scheme) must be offered first to the existing equity shareholders in proportion to the respective nominal values of their holdings on the same or more favorable terms, unless a special resolution to the contrary has been passed in a general meeting of shareholders or the articles of association otherwise provide an exclusion from this requirement (which exclusion can be for a maximum of five years after which shareholders approval would be required to renew the exclusion). In this context, equity securities generally means in relation to Ensco Ordinary Shares (being shares other than shares that, with respect to dividends or capital, carry a right to participate only up to a specified amount in a distribution) and all rights to subscribe for or convert securities into such shares.

On 15 December 2009, shareholder resolutions were adopted which authorized the directors (generally and unconditionally), for a period up to five years from the date on which the resolutions were passed, to allot shares of Ensco, or to grant rights to subscribe for or to convert or exchange any security into shares of Ensco, up to an aggregate nominal amount of US$30,000,000, of which US$8,584,994 of aggregate nominal value of Class A Ordinary Shares previously have been allotted and issued as of the date of this report, and to exclude preemptive rights in respect of such issuances for the same period of time. Such authority will continue until 15 December 2014 and thereafter it must be renewed, but Ensco may seek renewal for additional five year terms more frequently. Ensco may, before the expiration of any such authority, make an offer or agreement that would or might require Ensco shares to be allotted (or rights to be granted) after such expiration, and the directors may allot shares or grant rights in pursuance of such an offer or agreement as if the authority to allot had not expired.

Subject to the provisions of the Companies Act and to any rights attached to any existing shares, any Ensco shares may be issued with, or have attached to them, such rights or restrictions as the shareholders of Ensco may by ordinary resolution determine, or, where the above authorizations are in place, the Ensco Board may determine such rights or restrictions.

The Companies Act prohibits an English company from issuing shares for no consideration, including with respect to grants of restricted share made pursuant to equity incentive plans. Accordingly, the nominal value of the shares issued upon the lapse of restrictions or the vesting of any restricted share award or any other share-based grant must be paid pursuant to the Companies Act.

Disclosure of Interests in Shares.

Section 793 of the Companies Act provides Ensco the power to require persons whom it knows has, or whom it has reasonable cause to believe has, or within the previous three years has had, any ownership interest in any shares (the "default shares") to disclose prescribed particulars of those shares. For this purpose default shares includes any shares allotted or issued after the date of the Section 793 notice in respect of those shares. Failure to provide the information requested within the prescribed period after the date of sending the notice will result in sanctions being imposed against the holder of the "default shares" as provided within the Companies Act.

Under the Articles, Ensco also will withdraw voting and certain other rights, place restrictions on the rights to receive dividends and transfer "default shares" if the relevant holder of "default shares" has failed to provide the information requested within 14 days after the date of sending the notice, depending on the level of the relevant shareholding (and unless the Ensco Board decides otherwise).

Alteration of Share Capital/Repurchase of Shares.

Ensco may from time to time:

- increase its share capital by allotting new shares in accordance with the authority contained in the shareholder resolution referred to above and the Articles;
- by ordinary resolution of its shareholders, consolidate and divide all or any of its share capital into shares of a larger nominal amount than the existing shares; and
- by ordinary resolution of its shareholders, subdivide any of its shares into shares of a smaller nominal amount than its existing shares.

Subject to the Companies Act and to any rights the holders of any Ensco shares may have, Ensco may purchase any of its own shares of any class (including any redeemable shares, if the Ensco Board should decide to issue any) by way of "off-market purchases" with the prior approval of the shareholders by special resolution. Such approval lasts for up to five years from the date of the special resolution, and renewal of such approval for additional five year terms may be sought more frequently. In connection with the termination of the ADS facility and the Conversion, Ensco's previously authorized share repurchase program ended and the establishment of a new program would require approval of the shareholders by special resolution. Shares may only be repurchased out of distributable profits or the proceeds of a fresh issue of shares made for that purpose, and, if a premium is paid, it must be paid out of distributable profits.

Transfer of Shares.

The Articles allow shareholders to transfer all or any of their shares by instrument of transfer in writing in any usual form or in any other form that is permitted by the Companies Act and is approved by the Ensco Board. The instrument of transfer must be executed by or on behalf of the transferor and (in the case of a transfer of a share that is not fully paid) by or on behalf of the transferee and must be delivered to the registered office or any other place the directors decide.

The Ensco Board and the transfer agent may refuse to register a transfer:

- if the shares in question are not fully paid;
- if it is with respect to more than one class of shares;
- if it is with respect to shares on which Ensco has a lien;
- if it is in favor of more than four persons jointly;
- if it is not duly stamped by the U.K. HMRC (if such a stamp is required);
- if it is not presented for registration together with the share certificate and evidence of title as the Ensco Board reasonably requires; or
- in certain circumstances, if the holder has failed to provide the required particulars to Ensco as described under "Disclosure of Interests in Shares" above.

Shareholders are strongly encouraged to hold their Class A Ordinary Shares in book entry form through the facilities of DTC, which may be achieved by instructing the delivery of such Class A Ordinary Shares to a bank or brokerage account or by appointing Computershare as custodian for such Class A Ordinary Shares. Transfers of Class A Ordinary Shares held in book entry form through DTC will not attract a charge to stamp duty or Stamp Duty Reserve Tax ("SDRT") in the U.K. A transfer of title in the Class A Ordinary Shares from within the DTC system out of DTC and any subsequent transfers that occur entirely outside the DTC system, including repurchase by Ensco, will attract a stamp duty (currently 0.5%), which is payable by the transferee of the Class A Ordinary Shares. Any such duty must be paid (and the relevant transfer document stamped by the HMRC) before the transfer can be registered in the books of Ensco. In addition, if those Class A Ordinary Shares are redeposited into DTC, the redeposit will attract stamp duty or SDRT. Ensco has put in place arrangements to require

that Class A Ordinary Shares held in certificated form cannot be transferred into the DTC system until the transferor of the Class A Ordinary Shares has first delivered the Class A Ordinary Shares to a depository specified by Ensco so that SDRT may be collected in connection with the initial delivery to the depository. Any such Class A Ordinary Shares will be evidenced by a receipt issued by the depository. Before the transfer can be registered in the books of Ensco, the transferor also will be required to put in the depository funds to settle the resultant liability to SDRT, which is currently 1.5% of the value of the Class A Ordinary Shares, and to pay the transfer agent such processing fees as may be established from time to time.

If the Ensco Board refuses to register a transfer of a share, it shall, within two months after the date on which the transfer was lodged with Ensco, send to the transferee notice of the refusal, together with its reasons for refusal.

General Meetings and Notices.

The notice of a general meeting of shareholders shall be given to the shareholders of record (other than any who, under the provisions of the Articles or the terms of allotment or issue of shares, are not entitled to receive notice), to the Ensco Board and to the auditors.

Under English law, Ensco is required to hold an annual general meeting of shareholders within 6 months from the day following the end of its fiscal year and, subject to the foregoing, the meeting may be held at a time and place determined by the Ensco Board.

Liability of Ensco and its Directors and Officers.

The Articles provide that English courts have exclusive jurisdiction with respect to any suits brought by shareholders against Ensco or its directors. English law does not permit a company to exempt any director or certain officers from any liability arising from negligence, default, breach of duty or breach of trust against the company. However, despite this prohibition, an English company is permitted to purchase and maintain insurance for a director or executive officer of the company against any such liability. Ensco has entered into deeds of indemnity with each of its current directors and executive officers and purchased insurance on their behalf. In addition, directors and executive officers may be covered by indemnification agreements and indemnification rights granted under the charter documents of Ensco subsidiaries. Shareholders can ratify by ordinary resolution a director's or certain officer's conduct amounting to negligence, default, breach of duty or breach of trust in relation to the company.

Anti-takeover Provisions.

The provisions summarized below do not include those provisions required by the Companies Act. The provisions of the Articles summarized below may have the effect of discouraging, delaying or preventing hostile takeovers, including those that might result in a premium being paid over the market price of Class A Ordinary Shares and discouraging, delaying or preventing changes in control or management of Ensco.

Takeover offers and certain other transactions in respect of certain public companies are regulated by the U.K. City Code on Takeovers and Mergers (the "Takeover Code"), which is administered by the Takeover Panel, a body consisting of representatives of the City of London financial and professional institutions that oversees the conduct of takeovers. An English public limited company potentially is subject to the Takeover Code if, among other factors, its central place of management and control are within the U.K., the Channel Islands or the Isle of Man. The Takeover Panel generally will look to the residency of a company's directors to determine where it is centrally managed and controlled. In connection with Ensco's redomestication to the U.K. in December 2009, the Takeover Panel confirmed that, based upon Ensco's then-current and intended plans for its directors and management, for purposes of the Takeover Code, Ensco would be considered to have its place of central management and control outside the U.K., the Channel Islands or the Isle of Man and, therefore, that the Takeover Code would not apply to Ensco. It is possible that in the future circumstances could change that may cause the Takeover Code to apply to Ensco.

Classified Board of Directors

The Ensco Board is divided into three classes, with the members of each class serving for staggered three-year terms. As a result, only one class of directors will be elected at each annual general meeting of shareholders, with the other classes continuing for the remainder of their respective three-year terms. Under English law, shareholders have no cumulative voting rights. In addition, the Articles incorporate provisions that regulate shareholders' ability to nominate directors for election. Although shareholders have the ability to remove a director without cause under English law, the classification of the directors, the lack of cumulative voting and the limitations on shareholders' powers to nominate directors will have the effect of making it more difficult not only for any party to obtain control of Ensco by replacing the majority of the Ensco Board but also to force an immediate change in the composition of the Ensco Board. However, under the Articles, if the shareholders remove the entire Ensco Board, a shareholder may then convene a general meeting for the purpose of appointing directors. It should be noted that, under English law, beneficial holders of Class A Ordinary Shares may have to withdraw their Class A Ordinary Shares from DTC or obtain a valid proxy from Cede & Co., the nominee of DTC, in order to exercise their rights to nominate and remove directors or otherwise exercise their powers as a shareholder.

Issuance of Additional Shares

The Ensco Board has the authority, without further action of its shareholders, for a period of five years from 15 December 2009, but subject to its statutory and fiduciary duties, to allot shares of Ensco, or to grant rights to subscribe for or to convert or exchange any security into shares of Ensco, up to an aggregate nominal amount of US$30,000,000, of which US$8,584,994 of aggregate nominal value of Class A Ordinary Shares previously have been allotted and issued as of the date of this report, and to exclude preemptive rights in respect of such issuances for the same period of time. Such authority will continue until 15 December 2014 and thereafter it must be renewed, but Ensco may seek renewal for additional five year terms more frequently. The issuance of further shares on various terms could adversely affect the holders of Class A Ordinary Shares. The potential issuance of further shares may discourage bids for Class A Ordinary Shares at a premium over the market price, may adversely affect the market price of Class A Ordinary Shares and may discourage, delay or prevent a change of control of Ensco.

Shareholder Rights Plan

The Ensco Board has the necessary corporate authority, without further action of its shareholders for a period of five years from December 2009, but subject to its statutory and fiduciary duties, to give effect to a shareholder rights plan and to fix the terms thereof. Such a plan could make it more difficult for another party to obtain control of Ensco by threatening to dilute a potential acquirer's ownership interest in the company under certain circumstances. The Ensco Board may adopt a shareholder rights plan at any time.

The anti-takeover and other provisions of the Articles, as well as the adoption of a shareholder rights plan, could discourage potential acquisition proposals and could delay or prevent a change in control. These provisions are intended to enhance shareholder value by discouraging certain types of abusive takeover tactics. However, these provisions could have the effect of discouraging others from making tender offers for Class A Ordinary Shares and, as a consequence, also may inhibit fluctuations in the market price of Class A Ordinary Shares that could result from actual or rumored takeover attempts.

Plan Amendments

In connection with the termination of the ADS facility and the Conversion, Ensco amended the following equity plans to provide for the issuance or purchase of Shares in lieu of ADSs and to make certain modifications related to the termination of the Deposit Agreement:

- ENSCO International Incorporated 2005 Long-Term Incentive Plan (as revised and restated on 22 December 2009 and as assumed by Ensco as of 23 December 2009)
- ENSCO International Incorporated 1998 Incentive Plan (as assumed by Ensco as of 23 December 2009)
- Pride International, Inc. 1993 Directors' Stock Option Plan (as assumed by Ensco as of 31 May 2011)
- Pride International, Inc. 1998 Long-Term Incentive Plan (as assumed by Ensco as of 31 May 2011)
- Pride International, Inc. 2004 Directors' Stock Incentive Plan (as assumed by Ensco as of 31 May 2011)
- Pride International, Inc. 2007 Long-Term Incentive Plan (as assumed by Ensco as of 31 May 2011)
- Ensco Non-Employee Director Deferred Compensation Plan
- Ensco Supplemental Executive Retirement Plan
- Ensco 2005 Non-Employee Director Deferred Compensation Plan
- Ensco 2005 Supplemental Executive Retirement Plan
- Ensco Savings Plan
- Ensco Multinational Savings Plan

Termination of Share Repurchase Authorization

In connection with the termination of the ADS facility and the Conversion, the share repurchase agreements previously entered into with two investment banks became of no effect by their own terms. Accordingly, Ensco's previously authorized share repurchase program, which provided for the repurchase from time to time, at market prices plus a commission, of Ensco's ADSs in an aggregate amount of up to $562.4 million, ended. The establishment of a new share repurchase program would require approval by special resolution.

Ensco Annual General Meeting of Shareholders

The Conversion to Class A Ordinary Shares will not affect the voting process for the upcoming Annual General Meeting of Shareholders of Ensco plc to be held on 22 May 2012. Voting instructions already validly given to Citibank will be voted as directed without any additional action being required by Ensco shareholders. Shareholders who have not yet voted may give their voting instructions to Citibank per the instructions for voting included in the proxy materials through the voting cut-off date of 16 May 2012.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
4.1*	Letter Agreement, by and among Ensco plc, Citibank, as depositary, and Computershare, as exchange agent for the termination of Ensco's ADR program, dated as of 14 May 2012.
4.2*	Form of American Depositary Receipt.
10.1*	Amendment to ENSCO International Incorporated 2005 Long-Term Incentive Plan (as revised and restated on 22 December 2009 and as assumed by Ensco as of 23 December 2009), dated as of 14 May 2012.

10.2*	Amendment to ENSCO International Incorporated 1998 Incentive Plan (as assumed by Ensco as of 23 December 2009), dated as of 14 May 2012.
10.3*	Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (as assumed by Ensco as of 31 May 2011), dated as of 14 May 2012.
10.4*	Amendment to Pride International, Inc. 1998 Long-Term Incentive Plan (as assumed by Ensco as of 31 May 2011), dated as of 14 May 2012.
10.5*	Amendment to Pride International, Inc. 2004 Directors' Stock Incentive Plan (as assumed by Ensco as of 31 May 2011), dated as of 14 May 2012.
10.6*	Amendment to Pride International, Inc. 2007 Long-Term Incentive Plan (as assumed by Ensco as of 31 May 2011), dated as of 14 May 2012.
10.7*	Amendment to Ensco Non-Employee Director Deferred Compensation Plan, dated as of 14 May 2012.
10.8*	Amendment to Ensco Supplemental Executive Retirement Plan, dated as of 14 May 2012.
10.9*	Amendment to Ensco 2005 Non-Employee Director Deferred Compensation Plan, dated as of 14 May 2012.
10.10*	Amendment to Ensco 2005 Supplemental Executive Retirement Plan, dated as of 14 May 2012.
10.11*	Amendment to Ensco Savings Plan, dated as of 14 May 2012.
10.12*	Amendment to Ensco Multinational Savings Plan, dated as of 14 May 2012.

* Filed herewith.

SIGNATURE

Pursuant to the requirements 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.

Ensco plc

Date: 15 May 2012

By: /s/ Christopher T. Weber
Christopher T. Weber
Vice President and Treasurer

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
4.1*	Letter Agreement, by and among Ensco plc, Citibank, as depositary, and Computershare, as exchange agent for the termination of Ensco's ADR program, dated as of 14 May 2012.
4.2*	Form of American Depositary Receipt.
10.1*	Amendment to ENSCO International Incorporated 2005 Long-Term Incentive Plan (as revised and restated on 22 December 2009 and as assumed by Ensco as of 23 December 2009), dated as of 14 May 2012.
10.2*	Amendment to ENSCO International Incorporated 1998 Incentive Plan (as assumed by Ensco as of 23 December 2009), dated as of 14 May 2012.
10.3*	Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (as assumed by Ensco as of 31 May 2011), dated as of 14 May 2012.
10.4*	Amendment to Pride International, Inc. 1998 Long-Term Incentive Plan (as assumed by Ensco as of 31 May 2011), dated as of 14 May 2012.
10.5*	Amendment to Pride International, Inc. 2004 Directors' Stock Incentive Plan (as assumed by Ensco as of 31 May 2011), dated as of 14 May 2012.
10.6*	Amendment to Pride International, Inc. 2007 Long-Term Incentive Plan (as assumed by Ensco as of 31 May 2011), dated as of 14 May 2012.
10.7*	Amendment to Ensco Non-Employee Director Deferred Compensation Plan, dated as of 14 May 2012.
10.8*	Amendment to Ensco Supplemental Executive Retirement Plan, dated as of 14 May 2012.
10.9*	Amendment to Ensco 2005 Non-Employee Director Deferred Compensation Plan, dated as of 14 May 2012.
10.10*	Amendment to Ensco 2005 Supplemental Executive Retirement Plan, dated as of 14 May 2012.
10.11*	Amendment to Ensco Savings Plan, dated as of 14 May 2012.
10.12*	Amendment to Ensco Multinational Savings Plan, dated as of 14 May 2012.

* Filed herewith.

Exhibit 4.1

Execution copy

As of May 14, 2012

Citibank, N.A. – ADR Department
388 Greenwich Street
New York, New York 10013

Attn : Mr. Brian Teitelbaum

Ensco plc – Amendment and Termination of ADR Program

Ladies and Gentlemen:

Reference is hereby made to (i) the Deposit Agreement, dated as of September 29, 2009 (the " Deposit Agreement "), by and among Ensco plc, a company organized and existing under the laws of England and Wales and previously known as "ENSCO International Limited" and as "Ensco International plc" (the " Company "), Citibank, N.A., a national banking association organized under the laws of the United States of America (" Citibank ") and acting in its capacity as depositary (the " Depositary "), and all Holders and Beneficial Owners of American Depositary Shares issued thereunder, (ii) the Equity Incentive Plan Servicing Agreement, dated as of December 22, 2009, as amended by Letter Agreement, dated as of August 9, 2010 (as so amended, the " EIP Agreement "), by and between the Company and Citibank, and (iii) the Letter Agreement, dated December 22, 2009 (the " Bailment Letter Agreement "), by and among the Company, ENSCO International Incorporated and the Depositary. All capitalized terms used but not otherwise defined herein shall (unless otherwise designated herein) have the meaning given to such terms in the Deposit Agreement.

The Company hereby informs the Depositary that its Shares have become eligible for settlement in DTC and, as a result, the Shares are expected to become eligible for trading on The New York Stock Exchange directly starting on May 22, 2012 and are expected to settle in DTC starting on May 22, 2012. The Company hereby instructs the Depositary, and the Depositary hereby agrees, to terminate the ADR Facility existing pursuant to the Deposit Agreement upon the terms set forth herein (the " Termination ").

The Company further informs the Depositary that it has appointed Computershare Trust Company, N.A. (" Computershare "), and Computershare has agreed, to act as exchange agent for the holders of record of ADSs (other than ADSs registered in the name of Cede & Co.) in connection with the Termination (Computershare in such capacity, the " Exchange Agent ") and as custodian for holders of Shares of the Company who elect to hold such Shares in uncertificated form.

In connection with the Termination, the Company and the Depositary agree as follows:

1. The date for the Termination will be May 22, 2012 (the " Termination Date ").

2. No ADSs shall be issued after the Termination Date.

3. Notwithstanding the terms of the Deposit Agreement, without the Company's consent, the Depositary shall not sell the Shares represented by ADSs that are not timely presented to it for cancellation but shall instead continue to make available to Holders of ADRs after the Termination Date a means for cancelling ADRs and receiving the corresponding Shares.

4. In connection with the Termination, the Exchange Agent shall, promptly after the date hereof, distribute to Holders of ADSs the Notice of Termination and Amendment of ADR Facility in the form attached hereto as Exhibit A (the " Depositary Notice ").

5. ADSs registered in the name of Cede & Co. as nominee for DTC shall, in connection with the Termination, be cancelled by the Depositary upon the instructions of DTC and delivery of the corresponding Shares shall be made to DTC (or its nominee) in accordance with such instructions. DTC has informed the Company that it intends to present the ADSs that it holds for cancellation on or about May 22, 2012, but in any event on or before the Termination Date.

6. As of the Termination Date, each Uncertificated ADS shall represent the right to receive from Computershare, as exchange agent for the Termination, the corresponding Shares upon the terms set forth in the Depositary Notice. Uncertificated ADSs (other than any Uncertificated ADSs held in DTC) shall be cancelled by or on behalf of the Depositary promptly after the Termination Date and the Depositary shall cause the corresponding Shares to be delivered by National City Nominees Limited (the " Custodian Nominee "), as nominee for the Custodian of the Depositary, via the Transfer Agent for the Shares, Computershare Trust Co., N.A. (" CTCNA "), to Cede & Co., as nominee for DTC, for credit to Computershare (DTC Participant No. 2415), as Exchange Agent for the holders of record of ADSs (other than ADSs registered in the name of Cede & Co.). The Company hereby instructs the Depositary to deliver to Computershare the ADS holders records it maintains in respect of the Uncertificated ADSs (including records in respect of certain unexchanged holders of shares of ENSCO International Incorporated entitled to receive ADSs in respect of their former shareholdings in ENSCO International Incorporated) so as to enable Computershare to administer the exchange of Uncertificated ADSs for Shares and to deliver such Shares as instructed by such holder in an exchange form to accompany the Depositary Notice (the " Exchange Form ").

7. As of the Termination Date, each American Depositary Receipt (" ADRs ") evidencing Certificated ADSs shall represent the right to receive from Computershare, as exchange agent for the Termination, the corresponding Shares upon the terms set forth in the Depositary Notice. ADRs shall be cancelled by or on behalf of the Depositary only upon presentation of the applicable ADR by the Holder thereof for cancellation pursuant to the Exchange Form, or as otherwise required by law. The Certificated ADSs shall be cancelled by or on behalf of the Depositary promptly after the Termination Date and the Depositary shall cause the Shares represented by the Certificated ADSs so cancelled to be transferred by the Custodian Nominee, as nominee for the Custodian of the Depositary, via CTCNA, to Cede & Co, as nominee for DTC, for credit to Computershare (DTC Participate No. 2415), as Exchange Agent for the holders of record of ADRs (other than ADRs registered in the name of Cede & Co.) pending the presentation of the applicable ADR by the Holder thereof for cancellation with the applicable Exchange Form containing such holder's instructions for delivery of such Shares.

The Company hereby instructs the Depositary to deliver to Computershare the ADS holder records it maintains in respect of Certificated ADSs (including records in respect of certain unexchanged holders of shares of Ensco International Incorporated entitled to receive ADSs in respect of their former shareholdings in Ensco International Incorporated) so as to enable Computershare to administer the exchange of Certificated ADSs for the Shares and to deliver such Shares as instructed by such holder in an Exchange Form.

8. The unvested ADSs maintained in Accounts (as defined in the EIP Agreement) in the name of Plan Participants (as defined in the EIP Agreement) shall be cancelled by or on behalf of the Depositary at the instruction signed by a Company Authorized Person, and the Depositary shall cause the Custodian Nominee, as nominee for the Custodian for the Depositary, to deliver the corresponding Shares, via CTCNA, to Cede & Co., as nominee for DTC, for credit to Computershare in its capacity as custodian for the Plan Participants (as defined in the EIP Agreement) in accordance with such instructions. The Company hereby instructs the Depositary to deliver to Computershare the records it maintains in respect of each of the Accounts (as defined in the EIP Agreement) so as to enable Computershare to administer the exchange of the ADSs maintained in the Accounts (as defined in the EIP Agreement) for Shares.

9. The ADSs held in the New Trust Account (as defined in the EIP Agreement) shall be cancelled by or on behalf of the Depositary at the instruction of a "Trustee Authorized Person" (as defined in the EIP Agreement) and the Depositary shall cause the Custodian Nominee, as nominee for the Custodian to the Depositary, to deliver the corresponding Shares, via CTCNA, to Cede & Co., as nominee for DTC, for credit to Computershare, as custodian for the Trust (as defined in the EIP Agreement).

10. The Ensco Delaware ADSs (as defined in the Bailment Letter Agreement) held by Citibank as bailee for ENSCO International Incorporated shall not be cancelled in connection with the Termination, and Citibank shall continue to hold the Ensco Delaware ADSs (as defined in the Bailment Letter Agreement) upon the terms set forth in the Bailment Letter Agreement. The Company hereby consents to Computershare acting as custodian of any certificates that evidence Shares held on deposit by the Depositary in respect of the Ensco Delaware ADSs (as defined in the Bailment Letter Agreement) and registered in the name of the Custodian Nominee, as nominee of the Custodian for the Depositary.

11. Any cash and unexchanged holders records held by Citibank, as exchange agent, for the acquisition of Pride International, Inc., shall be delivered by Citibank to the Exchange Agent.

12. The Company shall undertake any and all tax reporting, and shall pay any and all stock transfer taxes (if any), that may be applicable to the Termination and the transfer of Shares in respect of the Termination. Attached hereto as Exhibit B is a copy of the ruling of the UK tax authorities confirming that the delivery by the Custodian Nominee of Shares to Cede & Co. as nominee for DTC in connection with the Termination is not subject stamp duty or stamp duty reserve tax in the UK. The Company shall cause its UK tax counsel to issue an opinion (on which the Depositary and the Custodian Nominee may rely) in form and substance satisfactory to the Depositary stating that, in the opinion of such counsel, no stamp duty tax or stamp duty reserve tax is payable in the U.K. in connection with the delivery by the Custodian Nominee of Shares to Cede & Co. as nominee for DTC in connection with the Termination.

The Company, Computershare and the Depositary agree as follows:

1. Computershare confirms that it has been or will be appointed by the Company as exchange agent for holders of record of ADSs (other than Cede & Co.) in connection with the Termination, and that it will act as such in accordance with the terms described herein.

2. Computershare acknowledges and agrees that it will hold the Shares delivered to it pursuant to sections 6 and 7 above, as custodian for the ADR Facility, and for the exclusive benefit of the holders of record of cancelled ADSs identified in the records provided to it by the Depositary, in an account at DTC that contains only assets of Computershare's clients, that it is obligated to deliver the Shares it so holds upon receipt of the applicable documentation from the relevant holders of cancelled ADSs, and that it will deliver such Shares only upon (i) the instruction of the applicable holders of cancelled ADSs pursuant to a Exchange Form delivered to it, including the form of custody account agreement to be entered into between Computershare and such holders, or (ii) the instruction of the Depositary, or (iii) as required by law.

3. Computershare shall cancel the ADRs presented to it for cancellation after the Termination Date and shall provide evidence of such cancellation to the Depositary in such form as may reasonably be requested by the Depositary.

4. Until all ADRs are cancelled, Computershare shall provide to the Company and the Depositary, upon request and subject to applicable fees, reports specifying the ADRs cancelled, the Shares delivered upon cancellation and the balance of the ADRs outstanding.

5. Computershare and the Depositary use commercially reasonable efforts to support the Termination upon the terms set forth herein.

The Company and the Depositary agree that none of the terms of this Letter Agreement materially prejudices any substantial existing right of Holders or Beneficial Owners and that, as a result, any provision hereof that amends any term of the Deposit Agreement will be effective immediately upon the distribution of the Depositary Notice to the Holders.

The Deposit Agreement, the EIP Agreement and the Bailment Letter Agreement shall continue in full force and effect after the Termination Date, subject to the terms thereof amended hereby, and all indemnification provisions set forth therein shall cover the actions of Citibank pursuant to the terms of this Letter Agreement.

This Letter Agreement may be filed with the SEC under cover of a Post-Effective Amendment to F-6 Registration Statement to be filed in respect of the Company's ADR Facility.

The Company, Computershare and Citibank have caused this Letter Agreement to be signed on behalf of each such company by their respective officers thereunto duly authorized.

ENSCO PLC

By: /s/ Christopher T. Weber
Name: Christopher T. Weber
Title: Vice President – Treasurer
Date: May 14, 2012

Citibank, N.A., as Depositary under the Deposit Agreement and the Bailment Letter Agreement, and as Servicing Agent under the EIP Agreement

By: /s/ Mark Gherzo
Name: Mark Gherzo
Title: Vice President
Date: May 14, 2012

Computershare Trust Company, N.A., as Exchange Agent under that certain Exchange Agent Agreement dated May 14, 2012

By: /s/ Thomas Borbely
Name: Thomas Borbely
Title: Manager, Corporate Actions
Date: May 14, 2012

Attachments :

A Depositary Notice
B UK Tax Ruling

EXHIBIT A
DEPOSITORY NOTICE

NOTICE OF TERMINATION AND AMENDMENT OF ADR FACILITY FOR ENSCO PLC SHARES

TO ALL HOLDERS AND BENEFICIAL OWNERS OF
ENSCO PLC AMERICAN DEPOSITARY SHARES ("ADSs").

DEPOSITARY:	CITIBANK, N.A.
COMPANY:	Ensco plc, a company organized and existing under the laws of England and Wales.
DEPOSITED SECURITIES:	Class A Ordinary Shares of the Company (the "Shares").
ADS CUSIP NO.:	29358Q109.
ADS TICKER:	ESV.
SHARE CUSIP NO.:	G3157S 106
SHARE TICKER:	ESV
ADS(s) TO SHARE(s) RATIO:	1 ADS to 1 Share.
DEPOSIT AGREEMENT:	Deposit Agreement, dated as of September 29, 2009 and as amended as of May 14, 2012, by and among the Company, the Depositary, and all Holders and Beneficial Owners of ADSs.
TERMINATION DATE:	May 22, 2012.
AMENDMENT DATE:	May 14, 2012.

CITIBANK, N.A. HEREBY GIVES NOTICE OF:

- The termination ("Termination") of the American Depositary Receipts ("ADR") facility for the ADSs effective as of the Termination Date and upon the terms set forth herein; and
- The amendment ("Amendment") of the ADR facility, effective as of the Amendment date and upon the terms set forth herein.

Pursuant to Section 6.2 of the Deposit Agreement, the Company has directed the Depositary to terminate the ADR facility. As a result of the Termination and in accordance with the Deposit Agreement, holders of ADSs are requested to surrender their ADSs in exchange for the corresponding Shares of the Company.

In connection with the Termination, the Company and the Depositary have agreed to amend and supplement the Deposit Agreement to, *inter alia* , (i) eliminate the sale of Shares represented by ADSs not presented for cancellation in connection with the Termination without the Company's consent, (ii) provide for the immediate cancellation of ADSs held through The Depository Trust Company

("DTC") and the delivery of the corresponding Shares to DTC (or its nominee), (iii) provide for the delivery, as part of the Termination, of all remaining Shares represented by ADSs (other than ADSs held through DTC and ADSs held for a subsidiary of the Company) to a custodial account maintained at DTC by Computershare Trust Company, N.A. ("Computershare"), as exchange agent for the Termination and as custodian for holders who elect to hold uncertificated Shares, (iv) provide that, as of the Termination Date, each holder of Uncertificated ADSs shall be entitled to receive the corresponding Shares from Computershare, as exchange agent for the Termination, upon the terms set forth below, and (v) provide that, as of the Termination Date, each American Depositary Receipt ("ADR") shall evidence the right to receive from Computershare, as exchange agent for the Termination, the number of Shares corresponding to the ADSs previously evidenced by the ADRs, upon the terms set forth below.

The Depositary and the Company believe that the Amendment does not materially prejudice any substantial existing right of Holders or Beneficial Owners and, as a result, the Amendment will be effective as of the Amendment Date.

A copy of a Letter Agreement between the Company, the Depositary and Computershare amending the Deposit Agreement and detailing the Termination has been filed with the Securities and Exchange Commission ("SEC") under cover of Post-Effective Amendment No. 1 to Registration Statement on Form F-6 (Reg. No. 333-179019) and may be retrieved from the SEC's website at www.sec.gov .

The Company has informed the Depositary that the Shares have become eligible for settlement in the clearing systems of DTC and, as a result, the Shares are expected to begin trading on The New York Stock Exchange ("NYSE") in lieu of ADSs starting on May 22, 2012 and are expected to begin settling in DTC starting on May 22, 2012. The NYSE has confirmed that the last day for trading ADSs on the NYSE is expected to be May 21, 2012, and that ADSs traded on the NYSE on May 17, 2012 and May 18, 2012 are expected to settle in DTC in the form of the corresponding Shares.

DTC has agreed that it will present all ADSs it holds on behalf of beneficial owners of ADSs for cancellation to the Depositary on May 22, 2012. The Depositary has undertaken to arrange for the cancellation of all such ADSs on such date and for the delivery of the corresponding Shares to DTC (or its nominee) on May 22, 2012. DTC has indicated that it will be crediting the Shares received upon cancellation of ADSs to the relevant DTC participant accounts on May 22, 2012.

If you hold your ADSs in a bank or brokerage account , you are not required to take any action in respect of the Termination. DTC and the Depositary will arrange for the cancellation of your ADSs and the delivery to you, via your bank or broker, of the corresponding Shares. The cancellation of your ADSs is expected to take place after close of business in NY on May 21, 2012 and the delivery of the corresponding Shares to your bank or broker is expected to occur at the open of business in NY on May 22, 2012.

If you hold your ADSs in book-entry form on the books of the Depositary , the Depositary and the Company have amended the Deposit Agreement and agreed to arrange for the delivery of the Shares you are entitled to receive as a result of the Termination to an account established by Computershare at DTC, as exchange agent for the Termination. You will need to complete and return **the enclosed** Exchange Form to Computershare instructing Computershare of your election to (a) transfer such Shares to the DTC account of a bank or brokerage account indicated by you in the Exchange Form, (b) if you are a U.S. resident, appoint Computershare as your custodian to hold your Shares through the DTC system, in which case you will need to provide the information and "know your customer" information set forth in the enclosed Exchange Form, or (c) request a paper share certificate. Your book-entry ADSs are expected to be cancelled after the close of business in NY on May 21, 2012 and the corresponding Shares are expected to be credited via DTC to Computershare at the open of business in NY on May 22, 2012. Enclosed herewith is an Exchange Form that will enable you to claim your shares from Computershare as exchange agent for the Termination. If you do not wish to hold your Shares in a custodial account at Computershare, you will need to follow the directions on the Exchange Form to instruct the delivery of your Shares to a brokerage or custodian account or the issuance and delivery of a certificate evidencing your Shares.

If you hold your ADSs in certificated form , the Depositary and the Company have amended the Deposit Agreement and agreed to arrange for the delivery of Shares you are entitled to receive as a result of the Termination to an account established by Computershare at DTC, as exchange agent for the Termination. You will need to surrender the ADR(s) evidencing your ADSs for cancellation and complete and return an Exchange Form enclosed herewith instructing Computershare, as exchange agent for the Termination, of your election to (a) transfer such Shares to the DTC account of a bank or brokerage account indicated by you in the Exchange Form, (b) if you are a U.S. resident, appoint Computershare as your custodian to hold your Shares at DTC, in which case you will need to provide the information and "know your customer" information set forth in the enclosed Exchange Form or (c) request a paper share certificate. Please follow the directions set forth in the enclosed Exchange Form to surrender your ADR(s) to Computershare in its capacity as exchange agent for the Termination.

If you have any questions about the above Termination, please call Computershare in its capacity as exchange agent for the Termination at (888) 926-3470.

Citibank, N.A., as Depositary

May 14, 2012

In connection with the termination of the ADR facility the Company hereby informs the Holders and Beneficial Owner of ADSs as follows:

You are strongly encouraged to hold your Shares in book entry (electronic) form through the facilities of DTC, which may be achieved by instructing the delivery of your Shares to a bank or brokerage account or by appointing Computershare as custodian of your Shares. Transfers of Shares held in book entry form through DTC will not attract a charge to stamp duty or Stamp Duty Reserve Tax ("SDRT") in the U.K. A transfer of title in the Shares from within the DTC system out of DTC and any subsequent

transfers that occur entirely outside the DTC system, including repurchase by the Company, will attract a 0.5% stamp duty, which is payable by the transferee of the Shares. Any such duty must be paid (and the relevant transfer document stamped by U.K. HM Revenue & Customs ("HMRC") before the transfer can be registered in the books of the Company. In addition, if those Shares are redeposited into DTC, the redeposit will attract stamp duty or SDRT. The Company has put in place arrangements to require that Shares held in certificated form cannot be transferred into the DTC system until the transferor of the Shares has first delivered the Shares to a depository specified by the Company so that SDRT may be collected in connection with the initial delivery to the depository. Any such Shares will be evidenced by a receipt issued by the depository. Before the transfer can be registered in the books of the Company, the transferor will also be required to put in the depository funds to settle the resultant liability to SDRT, which is 1.5% of the value of the Shares, and to pay the transfer agent such processing fees as may be established from time to time.

Exhibit 4.2

[FORM OF ADR]

CUSIP NUMBER:
American Depositary Shares (each
American Depositary Share
representing the right to receive one
(1) Fully Paid Class A Ordinary Share)

The Deposit Agreement for the Ensco plc ADSs (as hereinafter defined) has been amended and supplemented by Letter Agreement, effective May 14, 2012 (the " Letter Agreement "), by and among Ensco plc, Citibank, N.A., as ADS Depositary, and Computershare Trust Company, N.A., as Exchange Agent, in connection with the termination of the Ensco plc ADR facility, a copy of which has been filed with the U.S. Securities and Exchange Commission under cover of Post-Effective Amendment No. 1 to Registration Statement on Form F-6 (Reg. No. 333-179019). As a result of the termination of the Ensco plc ADR facility, all third party ADSs will be cancelled and holders of the cancelled ADSs will be entitled to receive the corresponding Shares (as hereinafter defined) from Computershare Trust Company, N.A., in its capacity as Exchange Agent for the termination of the Ensco plc ADR facility, upon the terms described in the Letter Agreement and the form of notice to ADS holders attached thereto. A copy of the Letter Agreement may be retrieved from the SEC website (www.sec.gov) and may be obtained from Citibank, N.A., as depositary for the Ensco plc ADR facility, upon request.

AMERICAN DEPOSITARY RECEIPT

FOR

AMERICAN DEPOSITARY SHARES

representing

DEPOSITED CLASS A ORDINARY SHARES

of

Ensco plc

(Incorporated under the laws of England and Wales)

CITIBANK, N.A., a national banking association organized and existing under the laws of the United States of America, as depositary (the "Depositary"), hereby certifies that is the owner of American Depositary Shares (hereinafter "ADS"), representing deposited Class A Ordinary Shares, including evidence of rights to receive such Class A ordinary shares (the "Shares"), of Ensco plc, a corporation incorporated under the laws of England and Wales and previously known as "ENSCO International plc" (the "Company"). As of the date of the Deposit Agreement (as hereinafter defined), each ADS

represents the right to receive one (1) Share deposited under the Deposit Agreement with the Custodian, which at the date of execution of the Deposit Agreement is Citibank, N.A. (London Branch) (the "Custodian"). The ADS(s)-to-Share(s) ratio is subject to amendment as provided in Articles IV and VI of the Deposit Agreement. The Depositary's Principal Office is located at 388 Greenwich Street, New York, New York 10013, U.S.A.

(1) **The Deposit Agreement .** This American Depositary Receipt is one of an issue of American Depositary Receipts ("ADRs"), all issued and to be issued upon the terms and conditions set forth in the Deposit Agreement, dated as of September 29, 2009 (as amended and supplemented from time to time, the "Deposit Agreement"), by and among the Company, the Depositary, and all Holders and Beneficial Owners from time to time of ADSs issued thereunder. The Deposit Agreement sets forth the rights and obligations of Holders and Beneficial Owners of ADSs and the rights and duties of the Depositary in respect of the Shares deposited thereunder and any and all other securities, property and cash from time to time received in respect of such Shares and held thereunder (such Shares, securities, property and cash are herein called "Deposited Securities"). Copies of the Deposit Agreement are on file at the Principal Office of the Depositary and with the Custodian. Each Holder and each Beneficial Owner, upon acceptance of any ADSs (or any interest therein) issued in accordance with the terms and conditions of the Deposit Agreement, shall be deemed for all purposes to (a) be a party to and bound by the terms of the Deposit Agreement and applicable ADR(s), and (b) appoint the Depositary its attorney-in-fact, with full power to delegate, to act on its behalf and to take any and all actions contemplated in the Deposit Agreement and the applicable ADR(s), to adopt any and all procedures necessary to comply with applicable law and to take such action as the Depositary in its sole discretion may deem necessary or appropriate to carry out the purposes of the Deposit Agreement and the applicable ADR(s), the taking of such actions to be the conclusive determinant of the necessity and appropriateness thereof.

The statements made on the face and reverse of this ADR are summaries of certain provisions of the Deposit Agreement and the Articles of Association of the Company (as in effect on the date of the signing of the Deposit Agreement) and are qualified by and subject to the detailed provisions of the Deposit Agreement and the Articles of Association, to which reference is hereby made. All capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Deposit Agreement. The Depositary makes no representation or warranty as to the validity or worth of the Deposited Securities. The Depositary has made arrangements for the acceptance of the ADSs into DTC. Each Beneficial Owner of ADSs held through DTC must rely on the procedures of DTC and the DTC Participants to exercise and be entitled to any rights attributable to such ADSs. The Depositary may issue Uncertificated ADSs subject, however, to the terms and conditions of Section 2.13 of the Deposit Agreement.

(2) Withdrawal of Deposited Securities .

The Holder of this ADR (and of the ADSs evidenced hereby) shall be entitled to Delivery (at the Custodian's designated office) of the Deposited Securities at the time represented by the ADSs evidenced hereby upon satisfaction of each of the following conditions: (i) the Holder (or a duly authorized attorney of the Holder) has duly Delivered ADSs to the Depositary at its Principal Office the ADSs evidenced hereby (and, if applicable, this ADR) for the purpose

of withdrawal of the Deposited Securities represented thereby, (ii) if applicable and so required by the Depositary, this ADR Delivered to the Depositary for such purpose has been properly endorsed in blank or is accompanied by proper instruments of transfer in blank (including signature guarantees in accordance with standard securities industry practice), (iii) if so required by the Depositary, the Holder of the ADSs has executed and delivered to the Depositary a written order directing the Depositary to cause the Deposited Securities being withdrawn to be Delivered to or upon the written order of the person(s) designated in such order, and (iv) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 of, and Exhibit B to, the Deposit Agreement) have been paid, *subject, however, in each case* , to the terms and conditions of this ADR evidencing the surrendered ADSs, of the Deposit Agreement, of the Company's Articles of Association, and of any applicable laws, and to any provisions of or governing the Deposited Securities, in each case as in effect at the time thereof.

Upon satisfaction of each of the conditions specified above, the Depositary (i) shall cancel the ADSs Delivered to it (and, if applicable, the ADR(s) evidencing the ADSs so Delivered), (ii) shall direct the Registrar to record the cancellation of the ADSs so Delivered on the books maintained for such purpose, and (iii) shall direct the Custodian to Deliver, or cause the Delivery of, in each case, without unreasonable delay, the Deposited Securities represented by the ADSs so canceled together with any certificate or other document of title for the Deposited Securities, or evidence of the electronic transfer thereof (if available), as the case may be, to or upon the written order of the person(s) designated in the order delivered to the Depositary for such purpose, *subject however, in each case* , to the terms and conditions of the Deposit Agreement, of this ADR evidencing the ADS so cancelled, of the Articles of Association of the Company, and of any applicable laws, and to the terms and conditions of or governing the Deposited Securities, in each case as in effect at the time thereof.

The Depositary shall not accept for surrender ADSs representing less than one (1) Share. In the case of Delivery to it of ADSs representing a number other than a whole number of Shares, the Depositary shall cause ownership of the appropriate whole number of Shares to be Delivered in accordance with the terms hereof, and shall, at the discretion of the Depositary, either (i) return to the person surrendering such ADSs the number of ADSs representing any remaining fractional Share, or (ii) sell or cause to be sold the fractional Share represented by the ADSs so surrendered and remit the proceeds of such sale (net of (a) applicable fees and charges of, and expenses incurred by, the Depositary and (b) taxes withheld) to the person surrendering the ADSs. Notwithstanding anything else contained in this ADR or the Deposit Agreement, the Depositary may make delivery at the Principal Office of the Depositary of (i) any cash dividends or cash distributions, or (ii) any proceeds from the sale of any distributions of shares or rights, which are at the time held by the Depositary in respect of the Deposited Securities represented by the ADSs surrendered for cancellation and withdrawal. At the request, risk and expense of any Holder so surrendering ADSs represented by this ADR, and for the account of such Holder, the Depositary shall direct the Custodian to forward (to the extent permitted by law) any cash or other property (other than securities) held by the Custodian in respect of the Deposited Securities represented by such ADSs to the Depositary for delivery at the Principal Office of the Depositary. Such direction shall be given by letter or, at the request, risk and expense of such Holder, by cable, telex or facsimile transmission.

(3) Transfer, Combination and Split-Up of ADRs . The Registrar shall register the transfer of this ADR (and of the ADSs represented hereby) on the books maintained for such purpose and the Depositary shall (x) cancel this ADR and execute new ADRs evidencing the same aggregate number of ADSs as those evidenced by this ADR when canceled by the Depositary, (y) cause the Registrar to countersign such new ADRs, and (z) Deliver such new ADRs to or upon the order of the person entitled thereto, if each of the following conditions has been satisfied: (i) this ADR has been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depositary at its Principal Office for the purpose of effecting a transfer thereof, (ii) this surrendered ADR has been properly endorsed or is accompanied by proper instruments of transfer (including signature guarantees in accordance with standard securities industry practice), (iii) this surrendered ADR has been duly stamped (if required by the laws of the State of New York or of the United States), and (iv) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 of, and Exhibit B to, the Deposit Agreement) have been paid, *subject, however, in each case,* to the terms and conditions of this ADR, of the Deposit Agreement and of applicable law, in each case as in effect at the time thereof.

The Registrar shall register the split-up or combination of this ADR (and of the ADSs represented hereby) on the books maintained for such purpose and the Depositary shall (x) cancel this ADR and execute new ADRs for the number of ADSs requested, but in the aggregate not exceeding the number of ADSs evidenced by this ADR, (y) cause the Registrar to countersign such new ADRs, and (z) Deliver such new ADRs to or upon the order of the Holder thereof, if each of the following conditions has been satisfied: (i) this ADR has been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depositary at its Principal Office for the purpose of effecting a split-up or combination hereof, and (ii) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and government charges (as are set forth in Section 5.9 of, and Exhibit B to, the Deposit Agreement) have been paid, *subject, however, in each case* , to the terms and conditions of this ADR, of the Deposit Agreement and of applicable law, in each case as in effect at the time thereof.

(4) Pre-Conditions to Registration, Transfer, Etc . As a condition precedent to the execution and delivery, the registration of issuance, transfer, split-up, combination or surrender, of any ADR, the delivery of any distribution thereon, or the withdrawal of any Deposited Securities, the Depositary or the Custodian may require (i) payment from the depositor of Shares or presenter of ADSs or of an ADR of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees and charges of the Depositary as provided in Section 5.9 and Exhibit B to the Deposit Agreement and in this ADR, (ii) the production of proof satisfactory to it as to the identity and genuineness of any signature or any other matters contemplated in Section 3.1 of the Deposit Agreement, and (iii) compliance with (A) any laws or governmental regulations relating to the execution and delivery of ADRs or ADSs or to the withdrawal of Deposited Securities and (B) such reasonable regulations as the Depositary and the Company may establish consistent with the provisions of this ADR, the Deposit Agreement and applicable law.

The issuance of ADSs against deposits of Shares generally or against deposits of particular Shares may be suspended, or the deposit of particular Shares may be refused, or the registration of transfer of ADSs in particular instances may be refused, or the registration of transfer of ADSs generally may be suspended, during any period when the transfer books of the Company, the Depositary, a Registrar or the Share Registrar are closed or if any such action is deemed necessary or advisable by the Depositary or the Company, in good faith, at any time or from time to time because of any requirement of law or regulation, any government or governmental body or commission or any securities exchange on which the Shares or ADSs are listed, or under any provision of the Deposit Agreement or this ADR, or under any provision of, or governing, the Deposited Securities, or because of a meeting of shareholders of the Company or for any other reason, subject, in all cases to paragraph (24). Notwithstanding any provision of the Deposit Agreement or this ADR to the contrary, Holders are entitled to surrender outstanding ADSs to withdraw the Deposited Securities associated therewith at any time subject only to (i) temporary delays caused by closing the transfer books of the Depositary or the Company or the deposit of Shares in connection with voting at a shareholders' meeting or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the ADSs or the withdrawal of the Deposited Securities, and (iv) other circumstances specifically contemplated by Instruction I.A.(l) of the General Instructions to Form F-6 (as such General Instructions may be amended from time to time).

(5) Compliance With Information Requests . Notwithstanding any other provision of the Deposit Agreement or this ADR, each Holder and Beneficial Owner of the ADSs represented hereby agrees to comply with requests from the Company pursuant to applicable law, the rules and requirements of The New York Stock Exchange, and of any other stock exchange on which Shares or ADS are, or may be, registered, traded or listed, or the Articles of Association of the Company, which are made to provide information, *inter alia* , as to the capacity in which such Holder or Beneficial Owner owns ADSs (and Shares, as the case may be) and regarding the identity of any other person(s) interested in such ADSs and the nature of such interest and various other matters, whether or not they are Holders and/or Beneficial Owners at the time of such request.

(6) Ownership Restrictions . Notwithstanding any provision of this ADR or of the Deposit Agreement, the Company may restrict transfers of the Shares where such transfer might result in ownership of Shares exceeding limits imposed by applicable law or the Articles of Association of the Company. The Company may also restrict, in such manner as it deems appropriate, transfers of the ADSs where such transfer may result in the total number of Shares represented by the ADSs owned by a single Holder or Beneficial Owner to exceed any such limits. The Company may, in its sole discretion but subject to applicable law, instruct the Depositary to take action with respect to the ownership interest of any Holder or Beneficial Owner in excess of the limits set forth in the preceding sentence, including but not limited to, the imposition of restrictions on the transfer of ADSs, the removal or limitation of voting rights or mandatory sale or disposition on behalf of a Holder or Beneficial Owner of the Shares represented by the ADSs held by such Holder or Beneficial Owner in excess of such limitations, if and to the extent such disposition is permitted by applicable law and the Articles of Association of the Company. Nothing herein or in the Deposit Agreement shall be interpreted as obligating the Depositary or the Company to ensure compliance with the ownership restrictions described herein or in Section 3.5 of the Deposit Agreement.

Applicable laws and regulations may require holders and beneficial owners of Shares, including the Holders and Beneficial Owners of ADSs, to satisfy reporting requirements and obtain regulatory approvals in certain circumstances. Holders and Beneficial Owners of ADSs are solely responsible for determining and complying with such reporting requirements, and for obtaining such approvals. Each Holder and each Beneficial Owner hereby agrees to make such determination, file such reports, and obtain such approvals to the extent and in the form required by applicable laws and regulations as in effect from time to time. Neither the Depositary, the Custodian, the Company or any of their respective agents or affiliates shall be required to take any actions whatsoever on behalf of Holders or Beneficial Owners to determine and satisfy such reporting requirements or obtain such regulatory approvals under applicable laws and regulations.

(7) Liability of Holder for Taxes and Other Charges . Any tax or other governmental charge payable with respect to any ADR or any Deposited Securities or ADSs shall be payable by the Holders and Beneficial Owners to the Depositary. The Company, the Custodian and/or Depositary may withhold or deduct from any distributions made in respect of Deposited Securities and may sell for the account of a Holder and/or Beneficial Owner any or all of the Deposited Securities and apply such distributions and sale proceeds in payment of such taxes (including applicable interest and penalties) or charges, the Holder and the Beneficial Owner hereof remaining liable for any deficiency. The Custodian may refuse the deposit of Shares and the Depositary may refuse to issue ADSs, to deliver ADRs, register the transfer of ADSs, register the split-up or combination of ADRs and (subject to paragraph (24) hereof) the withdrawal of Deposited Securities until payment in full of such tax, charge, penalty or interest is received. Every Holder and Beneficial Owner agrees to indemnify the Depositary, the Company, the Custodian, and any of their agents, officers, employees and Affiliates for, and hold each of them harmless from, any claims with respect to taxes (including applicable interest and penalties thereon) arising from any tax benefit obtained for such Holder and/or Beneficial Owner.

(8) Representations and Warranties of Depositors . Each person depositing Shares under the Deposit Agreement shall be deemed thereby to represent and warrant that (i) such Shares and the certificates therefor are duly authorized, validly issued, fully paid, non-assessable and legally obtained by such person, (ii) all preemptive (and similar) rights, if any, with respect to such Shares have been validly waived or exercised, (iii) the person making such deposit is duly authorized so to do, (iv) the Shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, and (v) the Shares presented for deposit are not, and the ADSs issuable upon such deposit will not be, Restricted Securities (except as contemplated in Section 2.14 of the Deposit Agreement), and (vi) the Shares presented for deposit have not been stripped of any rights or entitlements. Such representations and warranties shall survive the deposit and withdrawal of Shares, the issuance and cancellation of ADSs in respect thereof and the transfer of such ADSs. If any such representations or warranties are false in any way, the Company and the Depositary shall be authorized, at the cost and expense of the person depositing Shares, to take any and all actions necessary to correct the consequences thereof.

(9) Filing Proofs, Certificates and Other Information . Any person presenting Shares for deposit, and any Holder and any Beneficial Owner may be required, and every Holder and Beneficial Owner agrees, from time to time to provide to the Depositary and the Custodian such proof of citizenship or residence, taxpayer status, payment of all applicable taxes or other governmental charges, exchange control approval, legal or beneficial ownership of ADSs and Deposited Securities, compliance with applicable laws, the terms of the Deposit Agreement or the ADR(s) evidencing the ADSs and the provisions of, or governing, the Deposited Securities, to execute such certifications and to make such representations and warranties, and to provide such other information and documentation (or, in the case of Shares in registered form presented for deposit, such information relating to the registration on the books of the Company or of the Shares Registrar) as the Depositary or the Custodian may deem necessary or proper or as the Company may reasonably require by written request to the Depositary consistent with its obligations under the Deposit Agreement and the applicable ADR(s). The Depositary and the Registrar, as applicable, may withhold the execution or delivery or registration of transfer of any ADR or ADS or the distribution or sale of any dividend or distribution of rights or of the proceeds thereof or, to the extent not limited by paragraph (24), the delivery of any Deposited Securities until such proof or other information is filed or such certifications are executed, or such representations and warranties are made or such other information or documentation are provided, in each case to the Depositary's, the Registrar's and the Company's satisfaction.

(10) Charges of Depositary . The Depositary shall not charge any fees to Holders or Beneficial Owners of ADSs.

However, Holders, Beneficial Owners, persons depositing Shares and persons surrendering ADSs for cancellation and for the purpose of withdrawing Deposited Securities shall be responsible for the following charges:

(a) taxes (including applicable interest and penalties) and other governmental charges;

(b) such registration fees as may from time to time be in effect for the registration of Shares or other Deposited Securities on the share register and applicable to transfers of Shares or other Deposited Securities to or from the name of the Custodian, the Depositary or any nominees upon the making of deposits and withdrawals, respectively;

(c) such cable, telex and facsimile transmission and delivery expenses as are expressly provided in the Deposit Agreement to be at the expense of the person depositing or withdrawing Shares or Holders and Beneficial Owners of ADSs;

(d) the expenses and charges incurred by the Depositary in the conversion of foreign currency;

(e) such fees and expenses as are incurred by the Depositary in connection with compliance with exchange control regulations and other regulatory requirements applicable to Shares, Deposited Securities, ADSs and ADRs; and

(f) the fees and expenses incurred by the Depositary, the Custodian, or any nominee in connection with the delivery or servicing of Deposited Securities.

All fees and charges may, at any time and from time to time, be changed by agreement between the Depositary and Company but, in the case of fees and charges payable by Holders or Beneficial Owners, only in the manner contemplated by paragraph (22) of this ADR and as contemplated in the Deposit Agreement. The Depositary will provide, without charge, a copy of its latest fee schedule to anyone upon request.

The right of the Depositary to receive payment of charges and expenses as provided above shall survive the termination of the Deposit Agreement. As to any Depositary, upon the resignation or removal of such Depositary as described in Section 5.4, such right shall extend for those charges and expenses incurred prior to the effectiveness of such resignation or removal.

(11) Title to ADRs . It is a condition of this ADR, and every successive Holder of this ADR by accepting or holding the same consents and agrees, that title to this ADR (and to each ADS evidenced hereby) shall be transferable upon the same terms as a certificated security under the laws of the State of New York, provided that, in the case of Certificated ADSs, such ADR has been properly endorsed or is accompanied by proper instruments of transfer. Notwithstanding any notice to the contrary, the Depositary and the Company may deem and treat the Holder of this ADR (that is, the person in whose name this ADR is registered on the books of the Depositary) as the absolute owner thereof for all purposes. Neither the Depositary nor the Company shall have any obligation nor be subject to any liability under the Deposit Agreement or this ADR to any holder of this ADR or any Beneficial Owner unless, in the case of a holder of ADSs, such holder is the Holder of this ADR registered on the books of the Depositary or, in the case of a Beneficial Owner, such Beneficial Owner or the Beneficial Owner's representative is the Holder registered on the books of the Depositary.

(12) Validity of ADR . The Holder(s) of this ADR (and the ADSs represented hereby) shall not be entitled to any benefits under the Deposit Agreement or be valid or enforceable for any purpose against the Depositary or the Company unless this ADR has been (i) dated, (ii) signed by the manual or facsimile signature of a duly-authorized signatory of the Depositary, (iii) countersigned by the manual or facsimile signature of a duly-authorized signatory of the Registrar, and (iv) registered in the books maintained by the Registrar for the registration of issuances and transfers of ADRs. An ADR bearing the facsimile signature of a duly-authorized signatory of the Depositary or the Registrar, who at the time of signature was a duly authorized signatory of the Depositary or the Registrar, as the case may be, shall bind the Depositary, notwithstanding the fact that such signatory has ceased to be so authorized prior to the delivery of such ADR by the Depositary.

(13) Available Information; Reports; Inspection of Transfer Books . The Company may be subject to the periodic reporting requirements of the Exchange Act and, if it is, it will be required to file or submit certain reports with the Commission. These reports can be retrieved

from the Commission's website (www.sec.gov) and can be inspected and copied at the public reference facilities maintained by the Commission located (as of the date of the Deposit Agreement) at 100 F Street, N.E., Washington D.C. 20549. The Depositary shall make available for inspection by Holders at its Principal Office any reports and communications, including any proxy soliciting materials, received from the Company which are both (a) received by the Depositary, the Custodian, or the nominee of either of them as the holder of the Deposited Securities and (b) made generally available to the holders of such Deposited Securities by the Company.

The Registrar shall keep books for the registration of ADSs which at all reasonable times shall be open for inspection by the Company and by the Holders of such ADSs, provided that such inspection shall not be, to the Registrar's knowledge, for the purpose of communicating with Holders of such ADSs in the interest of a business or object other than the business of the Company or other than a matter related to the Deposit Agreement or the ADSs.

The Registrar may close the transfer books with respect to the ADSs, at any time or from time to time, when deemed necessary or advisable by it in good faith in connection with the performance of its duties hereunder, or at the reasonable written request of the Company subject, in all cases, to paragraph (24).

Dated:

CITIBANK, N.A.
Transfer Agent and Registrar

By: _____
Authorized Signatory

CITIBANK, N.A.
as Depositary

By: _____
Authorized Signatory

The address of the Principal Office of the Depositary is 388 Greenwich Street, New York, New York 10013, U.S.A.

[FORM OF REVERSE OF ADR]

SUMMARY OF CERTAIN ADDITIONAL PROVISIONS

OF THE DEPOSIT AGREEMENT

(14) Dividends and Distributions in Cash, Shares, etc . Upon the timely receipt by the Depositary of a notice from the Company that it intends to make a distribution of a cash dividend or other cash distribution, the Depositary shall establish an ADS Record Date upon the terms described in Section 4.9. Upon receipt of confirmation from the Custodian of receipt of any cash dividend or other cash distribution on any Deposited Securities, or upon receipt of proceeds from the sale of any Deposited Securities or of any entitlements held in respect of Deposited Securities under the terms of the Deposit Agreement, the Depositary will (i) if at the time of receipt thereof any amounts received in a Foreign Currency can in the judgment of the Depositary (upon the terms of Section 4.8 of the Deposit Agreement), be converted on a practicable basis into Dollars transferable to the United States, promptly convert or cause to be converted such cash dividend, distribution or proceeds into Dollars (upon the terms of Section 4.8 of the Deposit Agreement), (ii) if applicable and unless previously established, establish the ADS Record Date upon the terms described in Section 4.9 of the Deposit Agreement, and (iii) distribute promptly the amount thus received (net of (a) applicable fees and charges of, and expenses incurred by, the Depositary and (b) taxes withheld) to the Holders entitled thereto as of the ADS Record Date in proportion to the number of ADSs held as of the ADS Record Date. The Depositary shall distribute only such amount, however, as can be distributed without attributing to any Holder a fraction of one cent, and any balance not so distributed shall be held by the Depositary (without liability for interest thereon) and shall be added to and become part of the next sum received by the Depositary for distribution to Holders of ADSs outstanding at the time of the next distribution. If the Company, the Custodian or the Depositary is required to withhold and does withhold from any cash dividend or other cash distribution in respect of any Deposited Securities an amount on account of taxes, duties or other governmental charges, the amount distributed to Holders on the ADSs representing such Deposited Securities shall be reduced accordingly. Such withheld amounts shall be forwarded by the Company, the Custodian or the Depositary to the relevant governmental authority. Evidence of payment thereof by the Company shall be forwarded by the Company to the Depositary upon request.

Upon the timely receipt by the Depositary of a notice from the Company that it intends to make a distribution that consists of a dividend in, or free distribution of Shares, the Depositary shall establish an ADS Record Date upon the terms described in Section 4.9 of the Deposit Agreement. Upon receipt of confirmation from the Custodian of the receipt of the Shares so distributed by the Company, the Depositary shall either (i) subject to Section 5.9 of the Deposit Agreement, distribute to the Holders as of the ADS Record Date in proportion to the number of ADSs held as of the ADS Record Date, additional ADSs, which represent in the aggregate the number of Shares received as such dividend, or free distribution, subject to the other terms of the Deposit Agreement (including, without limitation, (a) the applicable fees and charges of, and expenses incurred by, the Depositary and (b) taxes), or (ii) if additional ADSs are not so distributed, take all actions necessary so that each ADS issued and outstanding after the ADS Record Date shall, to the extent permissible by law, thenceforth also represent rights and interest

in the additional integral number of Shares distributed upon the Deposited Securities represented thereby (net of (a) the applicable fees and charges of, and expenses incurred by, the Depositary, and (b) taxes). In lieu of delivering fractional ADSs, the Depositary shall sell the number of Shares or ADSs, as the case may be, represented by the aggregate of such fractions and distribute the net proceeds upon the terms set forth in Section 4.1 of the Deposit Agreement.

In the event that the Depositary determines that any distribution in property (including Shares) is subject to any tax or other governmental charges which the Depositary is obligated to withhold, or, if the Company in the fulfillment of its obligations under Section 5.7 of the Deposit Agreement, has furnished an opinion of U.S. counsel determining that Shares must be registered under the Securities Act or other laws in order to be distributed to Holders (and no such registration statement has been declared effective), the Depositary may dispose of all or a portion of such property (including Shares and rights to subscribe therefor) in such amounts and in such manner, including by public or private sale, as the Depositary deems necessary and practicable, and the Depositary shall distribute the net proceeds of any such sale (after deduction of (a) taxes and (b) fees and charges of, and the expenses incurred by, the Depositary) to Holders entitled thereto upon the terms of Section 4.1 of the Deposit Agreement. The Depositary shall hold and/or distribute any unsold balance of such property in accordance with the provisions of the Deposit Agreement.

Upon the timely receipt of a notice indicating that the Company wishes an elective distribution in cash or Shares to be made available to Holders of ADSs upon the terms described in the Deposit Agreement, the Company and the Depositary shall determine whether such distribution is lawful and reasonably practicable. If so, the Depositary shall, subject to the terms and conditions of the Deposit Agreement, establish an ADS Record Date according to paragraph (16) and establish procedures to enable the Holder hereof to elect to receive the proposed distribution in cash or in additional ADSs. If a Holder elects to receive the distribution in cash, the distribution shall be made as in the case of a distribution in cash. If the Holder hereof elects to receive the distribution in additional ADSs, the distribution shall be made as in the case of a distribution in Shares upon the terms described in the Deposit Agreement. If such elective distribution is not reasonably practicable or if the Depositary did not receive satisfactory documentation set forth in the Deposit Agreement, the Depositary shall establish an ADS Record Date upon the terms of Section 4.9 of the Deposit Agreement and, to the extent permitted by law, distribute to Holders, on the basis of the same determination as is made in England and Wales in respect of the Shares for which no election is made, either (x) cash or (y) additional ADSs representing such additional Shares, in each case, upon the terms described in the Deposit Agreement. Nothing herein or in the Deposit Agreement shall obligate the Depositary to make available to the Holder hereof a method to receive the elective distribution in Shares (rather than ADSs). There can be no assurance that the Holder hereof will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of Shares.

Upon the timely receipt by the Depositary of a notice indicating that the Company wishes rights to subscribe for additional Shares to be made available to Holders of ADSs, the Depositary upon consultation with the Company, shall determine, whether it is lawful and reasonably practicable to make such rights available to the Holders. The Depositary shall make such rights available to any Holders only if (i) the Company shall have timely requested that such rights be made available to Holders, (ii) the Depositary shall have received the documentation

contemplated in the Deposit Agreement, and (iii) the Depositary shall have determined that such distribution of rights is reasonably practicable. If such conditions are not satisfied, the Depositary shall sell the rights as described below. In the event all conditions set forth above are satisfied, the Depositary shall establish an ADS Record Date (upon the terms described in Section 4.9 of the Deposit Agreement) and establish procedures (x) to distribute rights to purchase additional ADSs (by means of warrants or otherwise), (y) to enable the Holders to exercise such rights (upon payment of the subscription price and of the applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes), and (z) to deliver ADSs upon the valid exercise of such rights. Nothing herein or in the Deposit Agreement shall obligate the Depositary to make available to the Holders a method to exercise rights to subscribe for Shares (rather than ADSs). If (i) the Company does not timely request the Depositary to make the rights available to Holders or requests that the rights not be made available to Holders, (ii) the Depositary fails to receive satisfactory documentation within the terms of Section 5,7 of the Deposit Agreement or determines it is not reasonably practicable to make the rights available to Holders, or (iii) any rights made available are not exercised and appear to be about to lapse, the Depositary shall determine whether it is lawful and reasonably practicable to sell such rights, in a riskless principal capacity, at such place and upon such terms (including public and private sale) as it may deem practicable. The Depositary shall, upon such sale, convert and distribute proceeds of such sale (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) upon the terms hereof and of Section 4.1 of the Deposit Agreement. If the Depositary is unable to make any rights available to Holders upon the terms described in Section 4.4(a) of the Deposit Agreement or to arrange for the sale of the rights upon the terms described in Section 4.4(b) of the Deposit Agreement, the Depositary shall allow such rights to lapse. The Depositary shall not be responsible for (i) any failure to determine that it may be lawful or practicable to make such rights available to Holders in general or any Holders in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale or exercise, or (iii) the content of any materials forwarded to the ADS Holders on behalf of the Company in connection with the rights distribution.

Notwithstanding anything herein or in the Deposit Agreement to the contrary, if registration (under the Securities Act or any other applicable law) of the rights or the securities to which any rights relate may be required in order for the Company to offer such rights or such securities to Holders and to sell the securities represented by such rights, the Depositary will not distribute such rights to the Holders (i) unless and until a registration statement under the Securities Act (or other applicable law) covering such offering is in effect or (ii) unless the Company furnishes the Depositary opinion(s) of counsel for the Company in the United States and counsel to the Company in any other applicable country in which rights would be distributed, in each case satisfactory to the Depositary, to the effect that the offering and sale of such securities to Holders and Beneficial Owners are exempt from, or do not require registration under, the provisions of the Securities Act or any other applicable laws. In the event that the Company, the Depositary or the Custodian shall be required to withhold and does withhold from any distribution of property (including rights) an amount on account of taxes or other governmental charges, the amount distributed to the Holders of ADSs representing such Deposited Securities shall be reduced accordingly. In the event that the Depositary determines that any distribution in property (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charges which the Depositary is obligated to withhold, the Depositary may dispose of all or a portion of such property (including Shares and rights to subscribe therefor) in such amounts and in such manner, including by public or private sale, as the Depositary deems necessary and practicable to pay any such taxes or charges.

There can be no assurance that Holders generally, or any Holder in particular, will be given the opportunity to exercise rights on the same terms and conditions as the holders of Shares or be able to exercise such rights. Nothing herein or in the Deposit Agreement shall obligate the Company to file any registration statement in respect of any rights or Shares or other securities to be acquired upon the exercise of such rights.

Upon receipt of a notice indicating that the Company wishes property other than cash, Shares or rights to purchase additional Shares, to be made to Holders of ADSs, the Depositary shall determine whether such distribution to Holders is lawful and reasonably practicable. The Depositary shall not make such distribution unless (i) the Company shall have requested the Depositary to make such distribution to Holders, (ii) the Depositary shall have received the documentation contemplated in the Deposit Agreement, and (iii) the Depositary shall have determined that such distribution is reasonably practicable. Upon satisfaction of such conditions, the Depositary shall distribute the property so received to the Holders of record, as of the ADS Record Date, in proportion to the number of ADSs held by them respectively and in such manner as the Depositary may deem practicable for accomplishing such distribution (i) upon receipt of payment or net of the applicable fees and charges of, and expenses incurred by, the Depositary, and (ii) net of any taxes withheld. The Depositary may dispose of all or a portion of the property so distributed and deposited, in such amounts and in such manner (including public or private sale) as the Depositary may deem practicable or necessary to satisfy any taxes (including applicable interest and penalties) or other governmental charges applicable to the distribution.

If the conditions above are not satisfied, the Depositary shall sell or cause such property to be sold in a public or private sale, at such place or places and upon such terms as it may deem practicable and shall (i) cause the proceeds of such sale, if any, to be converted into Dollars and (ii) distribute the proceeds of such conversion received by the Depositary (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) to the Holders as of the ADS Record Date upon the terms hereof and of the Deposit Agreement. If the Depositary is unable to sell such property, the Depositary may dispose of such property for the account of the Holders in any way it deems reasonably practicable under the circumstances.

(15) Redemption . Upon timely receipt of notice from the Company that it intends to exercise its right of redemption in respect of any of the Deposited Securities, and a satisfactory opinion of counsel, and upon determining that such proposed redemption is practicable, the Depositary shall (to the extent practicable) provide to each Holder a notice setting forth the Company's intention to exercise the redemption rights and any other particulars set forth in the Company's notice to the Depositary. Upon receipt of confirmation that the redemption has taken place and that funds representing the redemption price have been received, the Depositary shall convert, transfer, distribute the proceeds (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary, and (b) taxes), retire ADSs and cancel ADRs, if applicable, upon delivery of such ADSs by Holders thereof upon the terms set forth in Sections 4.1 and 6.2 of the Deposit Agreement. If less than all outstanding Deposited Securities are redeemed, the ADSs to be retired will be selected by lot or on a pro rata basis, as may be determined by the Depositary. The redemption price per ADS shall be the dollar equivalent of the per share amount received by

the Depositary (adjusted to reflect the ADS(s)-to-Share(s) ratio) upon the redemption of the Deposited Securities represented by ADSs (subject to the terms of Section 4.8 of the Deposit Agreement and the applicable fees and charges of, and expenses incurred by, the Depositary, and taxes) multiplied by the number of Deposited Securities represented by each ADS redeemed.

(16) Fixing of ADS Record Date . Whenever the Depositary shall receive notice of the fixing of a record date by the Company for the determination of holders of Deposited Securities entitled to receive any distribution (whether in cash, Shares, rights or other distribution), or whenever for any reason the Depositary causes a change in the number of Shares that are represented by each ADS, or whenever the Depositary shall receive notice of any meeting of, or solicitation of consents or proxies of, holders of Shares or other Deposited Securities, or whenever the Depositary shall find it necessary or convenient in connection with the giving of any notice, solicitation of any consent or any other matter, the Depositary shall fix a record date (" ADS Record Date ") for the determination of the Holders of ADSs who shall be entitled to receive such distribution, to give instructions for the exercise of voting rights at any such meeting, to give or withhold such consent, to receive such notice or solicitation or to otherwise take action, or to exercise the rights of Holders with respect to such changed number of Shares represented by each ADS. Subject to applicable law and the terms and conditions of this ADR and Sections 4.1 through 4.8 of the Deposit Agreement, only the Holders of ADSs at the close of business in New York on such ADS Record Date shall be entitled to receive such distributions, to give such instructions, to receive such notice or solicitation, or otherwise take action.

(17) Voting of Deposited Securities . As soon as practicable after receipt of notice of any meeting at which the holders of Deposited Securities are entitled to vote, or of solicitation of consents or proxies from holders of Deposited Securities, the Depositary shall fix the ADS Record Date in respect of such meeting or solicitation of such consent or proxy in accordance with Section 4.9 of the Deposit Agreement. The Depositary shall, if requested by the Company in writing in a timely manner (the Depositary having no obligation to take any further action if the request shall not have been received by the Depositary at least thirty (30) days prior to the date of such vote or meeting), at the Company's expense and provided no U.S. legal prohibitions exist, distribute to Holders as of the ADS Record Date: (a) such notice of meeting or solicitation of consent or proxies, (b) a statement that the Holders at the close of business on the ADS Record Date will be entitled, subject to any applicable law, the provisions of the Deposit Agreement, the Company's Articles of Association and the provisions of or governing Deposited Securities (which provisions, if any, shall be summarized in pertinent part by the Company), to instruct the Depositary as to the exercise of the voting rights, if any, pertaining to the Deposited Securities represented by such Holder's ADSs and (c) a brief statement as to the manner in which such voting instructions may be given.

Notwithstanding anything contained in the Deposit Agreement or any ADR, the Depositary may, to the extent not prohibited by law or regulations, or by the requirements of the stock exchange on which the ADSs are listed, in lieu of distribution of the materials provided to the Depositary in connection with any meeting of, or solicitation of consents or proxies from, holders of Deposited Securities, distribute to the Holders a notice that provides Holders with, or otherwise publicize to Holders, instructions on how to retrieve such materials or receive such materials upon request (*i.e.* , by reference to a website containing the materials for retrieval or a contact for requesting copies of the materials).

Voting instructions may be given only in respect of a number of ADSs representing an integral number of Deposited Securities. Upon the timely receipt of voting instructions from a Holder of ADSs as of the ADS Record Date in the manner specified by the Depositary, the Depositary shall endeavor, insofar as practicable and permitted under applicable law and the provisions of the Deposit Agreement, the Articles of Association of the Company and the provisions of the Deposited Securities, to vote, or cause the Custodian to vote, the Deposited Securities (in person or by proxy) represented by such Holder's ADSs in accordance with such voting instructions.

Neither the Depositary nor the Custodian shall under any circumstances exercise any discretion as to voting and neither the Depositary nor the Custodian shall vote, attempt to exercise the right to vote, or in any way make use of, for purposes of establishing a quorum or otherwise the Deposited Securities represented by ADSs, except pursuant to and in accordance with the voting instructions timely received from Holders or as otherwise contemplated herein. If the Depositary timely receives voting instructions from a Holder which fail to specify the manner in which the Depositary is to vote the Deposited Securities represented by such Holder's ADSs, the Depositary will deem such Holder (unless otherwise specified in the notice distributed to Holders) to have instructed the Depositary to vote in favor of the items set forth in such instructions. Deposited Securities represented by ADSs for which no timely voting instructions are received by the Depositary from the Holder shall not be voted. Notwithstanding anything else contained in the Deposit Agreement or in this ADR, the Depositary shall not have any obligation to take any action with respect to any meeting, or solicitation of consents or proxies, of holders of Deposited Securities if the taking of such action would violate U.S. laws. The Company agrees to take any and all actions reasonably necessary to enable Holders and Beneficial Owners to exercise the voting rights accruing to the Deposited Securities and to deliver to the Depositary an opinion of U.S. counsel addressing any actions requested to be taken if so requested by the Depositary. There can be no assurance that Holders generally or any Holder in particular will receive the notice described above with sufficient time to enable the Holder to return voting instructions to the Depositary in a timely manner.

(18) Changes Affecting Deposited Securities . Upon any change in nominal or par value, split-up, cancellation, consolidation or any other reclassification of Deposited Securities, or upon any recapitalization, reorganization, merger, consolidation or sale of assets affecting the Company or to which it is a party, any securities which shall be received by the Depositary or the Custodian in exchange for, or in conversion of or replacement of or otherwise in respect of, such Deposited Securities shall, to the extent permitted by law, be treated as new Deposited Securities under the Deposit Agreement, and the ADRs shall, subject to the provisions of the Deposit Agreement and applicable law, evidence ADSs representing the right to receive such additional securities. In giving effect to such change, split-up, cancellation, consolidation or other reclassification of Deposited Securities, recapitalization, reorganization, merger, consolidation or sale of assets, the Depositary may, with the Company's approval, and shall, if the Company shall so request, subject to the terms of the Deposit Agreement and receipt of an opinion of counsel to the Company satisfactory to the Depositary that such actions are not in violation of any applicable laws or regulations, (i) issue and deliver additional ADSs as in the case of a stock

dividend on the Shares, (ii) amend the Deposit Agreement and the applicable ADRs, (iii) amend the applicable Registration Statement(s) on Form F-6 as filed with the Commission in respect of the ADSs, (iv) call for the surrender of outstanding ADRs to be exchanged for new ADRs, and (v) take such other actions as are appropriate to reflect the transaction with respect to the ADSs. Notwithstanding the foregoing, in the event that any security so received may not be lawfully distributed to some or all Holders, the Depositary may, with the Company's approval, and shall, if the Company requests, subject to receipt of an opinion of Company's counsel satisfactory to the Depositary that such action is not in violation of any applicable laws or regulations, sell such securities at public or private sale, at such place or places and upon such terms as it may deem proper and may allocate the net proceeds of such sales (net of (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) for the account of the Holders otherwise entitled to such securities upon an averaged or other practicable basis without regard to any distinctions among such Holders and distribute the net proceeds so allocated to the extent practicable as in the case of a distribution received in cash pursuant to Section 4.1 of the Deposit Agreement. The Depositary shall not be responsible for (i) any failure to determine that it may be lawful or feasible to make such securities available to Holders in general or any Holder in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale, or (iii) any liability to the purchaser of such securities. Notwithstanding the foregoing provisions of Section 4.11 of the Deposit Agreement, no amendment or alteration of the rights of Deposited Securities pursuant to an amendment of the Articles of Association of the Company shall be a reclassification, recapitalization, reorganization or other change in the Deposited Securities so as to cause such Deposited Securities to be new Deposited Securities under the Deposit Agreement, to cause a new deposit of Deposited Securities under the Deposit Agreement, or to cause the ADSs representing such Deposited Securities to be new ADSs notwithstanding any change in the description or name of such Deposited Securities, any change of the name of the Company, any requirement to amend any applicable Registration Statement(s) on Form F-6 as filed with the Commission in respect of the ADS or any change in the form of ADRs evidencing such ADSs.

(19) Exoneration . Neither the Depositary nor the Company shall be obligated to do or perform any act which is inconsistent with the provisions of the Deposit Agreement or incur any liability (i) if the Depositary or the Company shall be prevented or forbidden from, or delayed in, doing or performing any act or thing required by the terms of the Deposit Agreement and this ADR, by reason of any provision of any present or future law or regulation of the United States, England and Wales or any other country, or of any other governmental authority or regulatory authority or stock exchange, or on account of the possible criminal or civil penalties or restraint, or by reason of any provision, present or future, of the Articles of Association of the Company or any provision of or governing any Deposited Securities, or by reason of any act of God or war or other circumstances beyond its control (including, without limitation, nationalization, expropriation, currency restrictions, work stoppage, strikes, civil unrest, acts of terrorism, revolutions, rebellions, explosions and computer failure), (ii) by reason of any exercise of, or failure to exercise, any discretion provided for in the Deposit Agreement or in the Articles of Association of the Company or provisions of or governing Deposited Securities, (iii) for any action or inaction in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Holder, any Beneficial Owner or authorized representative thereof, or any other person believed by it in good faith to be competent to give such advice or information, (iv) for the inability by a Holder or Beneficial Owner to benefit from any distribution, offering, right or other benefit which is made available to holders of Deposited

Securities but is not, under the terms of the Deposit Agreement, made available to Holders of ADSs or (v) for any consequential or punitive damages for any breach of the terms of the Deposit Agreement. The Depositary, its controlling persons, its agents, any Custodian and the Company, its controlling persons and its agents may rely and shall be protected in acting upon any written notice, request or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. No disclaimer of liability under the Securities Act is intended by any provision of the Deposit Agreement or this ADR.

(20) Standard of Care . The Company and the Depositary assume no obligation and shall not be subject to any liability under the Deposit Agreement or this ADR to any Holder(s) or Beneficial Owner(s), except that the Company and Depositary agree to perform their respective obligations specifically set forth in the Deposit Agreement and this ADR without negligence or bad faith. The Depositary and its agents shall not be liable for any failure to carry out any instructions to vote any of the Deposited Securities, or for the manner in which any vote is cast or the effect of any vote, provided that any such action or omission is in good faith and in accordance with the terms of the Deposit Agreement. The Depositary shall not incur any liability for any failure to determine that any distribution or action may be lawful or reasonably practicable, for the content of any information submitted to it by the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities or for any tax consequences that may result from the ownership of ADSs, Shares or Deposited Securities, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement, for the failure or timeliness of any notice from the Company, or for any action or failure to act by, or any information provided or not provided by, DTC or any DTC participant.

(21) Resignation and Removal of the Depositary; Appointment of Successor Depositary . The Depositary may at any time resign as Depositary under the Deposit Agreement by written notice of resignation delivered to the Company, such resignation to be effective on the earlier of (i) the 90th day after delivery thereof to the Company (whereupon the Depositary shall be entitled to take the actions contemplated in Section 6.2 of the Deposit Agreement), or (ii) upon the appointment of a successor depositary by the Company and its acceptance of such appointment as provided in the Deposit Agreement. The Depositary may at any time be removed by the Company by written notice of such removal, which removal shall be effective on the later of (i) the 90th day after delivery thereof to the Depositary (whereupon the Depositary shall be entitled to take the actions contemplated in Section 6.2 of the Deposit Agreement), or (ii) upon the appointment by the Company of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement. In case at any time the Depositary acting hereunder shall resign or be removed, the Company shall use its best efforts to appoint a successor depositary, which shall be a bank or trust company having an office in the Borough of Manhattan, the City of New York. Every successor depositary shall be required by the Company to execute and deliver to its predecessor and to the Company an instrument in writing accepting its appointment hereunder, and thereupon such successor depositary, without any further act or deed (except as required by applicable law), shall become fully vested with all the rights, powers, duties and obligations of its predecessor (other than as contemplated in Sections 5.8 and 5.9 of the Deposit Agreement). The predecessor depositary, upon payment of all sums due it and on the written request of the Company, shall (i) execute and deliver an instrument transferring to

such successor all rights and powers of such predecessor under the Deposit Agreement and this ADR (other than as contemplated in Sections 5.8 and 5.9 of the Deposit Agreement), (ii) duly assign, transfer and deliver all right, title and interest to the Deposited Securities to such successor, and (iii) deliver to such successor a list of the Holders of all outstanding ADSs and such other information relating to ADSs and Holders thereof as the successor may reasonably request. Any such successor depositary shall promptly provide notice of its appointment to such Holders. Any corporation into or with which the Depositary may be merged or consolidated shall be the successor of the Depositary without the execution or filing of any document or any further act.

(22) Amendment/Supplement . Subject to the terms and conditions of this paragraph 22, the Deposit Agreement and applicable law, this ADR and any provisions of the Deposit Agreement may at any time and from time to time be amended or supplemented by written agreement between the Company and the Depositary in any respect which they may deem necessary or desirable without the prior written consent of the Holders or Beneficial Owners. Any amendment or supplement which shall impose or increase any fees or charges (other than charges in connection with foreign exchange control regulations, and taxes and other governmental charges, delivery and other such expenses), or which shall otherwise materially prejudice any substantial existing right of Holders or Beneficial Owners, shall not, however, become effective as to outstanding ADSs until the expiration of thirty (30) days after notice of such amendment or supplement shall have been given to the Holders of outstanding ADSs. Notice of any amendment to the Deposit Agreement or any ADR shall not need to describe in detail the specific amendments effectuated thereby, and failure to describe the specific amendments in any such notice shall not render such notice invalid, provided , however , that, in each such case, the notice given to the Holders identifies a means for Holders and Beneficial Owners to retrieve or receive the text of such amendment (*i.e.* , upon retrieval from the Commission's, the Depositary's or the Company's website or upon request from the Depositary). The parties hereto agree that any amendments or supplements which (i) are reasonably necessary (as agreed by the Company and the Depositary) in order for (a) the ADSs to be registered on Form F-6 under the Securities Act or (b) the ADSs to be settled solely in electronic book-entry form and (ii) do not in either such case impose or increase any fees or charges to be borne by Holders, shall be deemed not to materially prejudice any substantial rights of Holders or Beneficial Owners. Every Holder and Beneficial Owner at the time any amendment or supplement so becomes effective shall be deemed, by continuing to hold such ADSs, to consent and agree to such amendment or supplement and to be bound by the Deposit Agreement and this ADR, if applicable, as amended or supplemented thereby. In no event shall any amendment or supplement impair the right of the Holder to surrender such ADS and receive therefor the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law. Notwithstanding the foregoing, if any governmental body should adopt new laws, rules or regulations which would require an amendment of, or supplement to, the Deposit Agreement to ensure compliance therewith, the Company and the Depositary may amend or supplement the Deposit Agreement and this ADR at any time in accordance with such changed laws, rules or regulations. Such amendment or supplement to the Deposit Agreement and this ADR in such circumstances may become effective before a notice of such amendment or supplement is given to Holders or within any other period of time as required for compliance with such laws, rules or regulations.

(23) Termination . The Depositary shall, at any time at the written direction of the Company, terminate the Deposit Agreement by distributing notice of such termination to the Holders of all ADSs then outstanding at least thirty (30) days prior to the date fixed in such notice for such termination. If ninety (90) days shall have expired after (i) the Depositary shall have delivered to the Company a written notice of its election to resign, or (ii) the Company shall have delivered to the Depositary a written notice of the removal of the Depositary, and, in either case, a successor depositary shall not have been appointed and accepted its appointment as provided in Section 5.4 of the Deposit Agreement, the Depositary may terminate the Deposit Agreement by distributing notice of such termination to the Holders of all ADSs then outstanding at least thirty (30) days prior to the date fixed in such notice for such termination. The date so fixed for termination of the Deposit Agreement in any termination notice so distributed by the Depositary to the Holders of ADSs is referred to as the " Termination Date ". Until the Termination Date, the Depositary shall continue to perform all of its obligations under the Deposit Agreement, and the Holders and Beneficial Owners will be entitled to all of their rights under the Deposit Agreement. If any ADSs shall remain outstanding after the Termination Date, the Registrar and the Depositary shall not, after the Termination Date, have any obligation to perform any further acts under the Deposit Agreement, except that the Depositary shall, subject, in each case, to the terms and conditions of the Deposit Agreement, continue to (i) collect dividends and other distributions pertaining to Deposited Securities, (ii) sell securities and other property received in respect of Deposited Securities, (iii) deliver Deposited Securities, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any securities or other property, in exchange for ADSs surrendered to the Depositary (after deducting, or charging, as the case may be, in each case, the fees and charges of, and expenses incurred by, the Depositary, and all applicable taxes or governmental charges for the account of the Holders and Beneficial Owners, in each case upon the terms set forth in Section 5.9 of the Deposit Agreement), and (iv) take such actions as may be required under applicable law in connection with its role as Depositary under the Deposit Agreement. At any time after the Termination Date, the Depositary may sell the Deposited Securities then held under the Deposit Agreement and shall after such sale hold un-invested the net proceeds of such sale, together with any other cash then held by it under the Deposit Agreement, in an un-segregated account and without liability for interest, for the pro-rata benefit of the Holders whose ADSs have not theretofore been surrendered. After making such sale, the Depositary shall be discharged from all obligations under the Deposit Agreement except (i) to account for such net proceeds and other cash (after deducting, or charging, as the case may be, in each case, the fees and charges of, and expenses incurred by, the Depositary, and all applicable taxes or governmental charges for the account of the Holders and Beneficial Owners, in each case upon the terms set forth in Section 5.9 of the Deposit Agreement), and (ii) as may be required at law in connection with the termination of the Deposit Agreement. After the Termination Date, the Company shall be discharged from all obligations under the Deposit Agreement, except for its obligations to the Depositary under Sections 5.8, 5.9 and 7.6 of the Deposit Agreement. The obligations under the terms of the Deposit Agreement of Holders and Beneficial Owners of ADSs outstanding as of the Termination Date shall survive the Termination Date and shall be discharged only when the applicable ADSs are presented by their Holders to the Depositary for cancellation under the terms of the Deposit Agreement.

(24) Compliance with U.S. Securities Laws . Notwithstanding any provisions in this ADR or the Deposit Agreement to the contrary, the withdrawal or delivery of Deposited Securities will not be suspended by the Company or the Depositary except as would be permitted by Instruction I.A.(1) of the General Instructions to the Form F-6 Registration Statement, as amended from time to time, under the Securities Act.

(25) Certain Rights of the Depositary; Limitations . Subject to the further terms and provisions of this paragraph (25), the Depositary, its Affiliates and their agents, on their own behalf, may own and deal in any class of securities of the Company and its Affiliates and in ADSs. The Depositary may issue ADSs against evidence of rights to receive Shares from the Company, any agent of the Company or any custodian, registrar, transfer agent, clearing agency or other entity involved in ownership or transaction records in respect of the Shares. Such evidence of rights shall consist of written blanket or specific guarantees of ownership of Shares. In its capacity as Depositary, the Depositary shall not lend Shares or ADSs; provided , however , that the Depositary may (i) issue ADSs prior to the receipt of Shares pursuant to Section 2.3 of the Deposit Agreement and (ii) deliver Shares prior to the receipt of ADSs for withdrawal of Deposited Securities pursuant to Section 2.7 of the Deposit Agreement, including ADSs which were issued under (i) above but for which Shares may not have been received (each such transaction a " Pre-Release Transaction "). The Depositary may receive ADSs in lieu of Shares under (i) above and receive Shares in lieu of ADSs under (ii) above. Each such Pre-Release Transaction will be (a) subject to a written agreement whereby the person or entity (the " Applicant ") to whom ADSs or Shares are to be delivered (w) represents that at the time of the Pre-Release Transaction the Applicant or its customer owns the Shares or ADSs that are to be delivered by the Applicant under such Pre-Release Transaction, (x) agrees to indicate the Depositary as owner of such Shares or ADSs in its records and to hold such Shares or ADSs in trust for the Depositary until such Shares or ADSs are delivered to the Depositary or the Custodian, (y) unconditionally guarantees to deliver to the Depositary or the Custodian, as applicable, such Shares or ADSs and (z) agrees to any additional restrictions or requirements that the Depositary deems appropriate, (b) at all times fully collateralized with cash, U.S. government securities or such other collateral as the Depositary deems appropriate, (c) terminable by the Depositary on not more than five (5) business days' notice and (d) subject to such further indemnities and credit regulations as the Depositary deems appropriate. The Depositary will normally limit the number of ADSs and Shares involved in such Pre-Release Transactions at any one time to thirty percent (30%) of the ADSs outstanding (without giving effect to ADSs outstanding under (i) above), provided , however , that the Depositary reserves the right to change or disregard such limit from time to time as it deems appropriate. The Depositary may also set limits with respect to the number of ADSs and Shares involved in Pre-Release Transactions with any one person on a case-by-case basis as it deems appropriate. The Depositary may retain for its own account any compensation received by it in conjunction with the foregoing. Collateral provided pursuant to (b) above, but not earnings thereon, shall be held for the benefit of the Holders (other than the Applicant).

(ASSIGNMENT AND TRANSFER SIGNATURE LINES)

FOR VALUE RECEIVED, the undersigned Holder hereby sell(s), assign(s) and transfer(s) unto whose taxpayer identification number is and whose address including postal zip code is , the within ADS and all rights thereunder, hereby irrevocably constituting and appointing attorney-in-fact to transfer said ADS on the books of the Depositary with full power of substitution in the premises.

Dated: _____

Name: _____

By:

Title:

NOTICE: The signature of the Holder to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatsoever.

If the endorsement be executed by an attorney, executor, administrator, trustee or guardian, the person executing the endorsement must give his/her full title in such capacity and proper evidence of authority to act in such capacity, if not on file with the Depositary, must be forwarded with this ADR.

_____

SIGNATURE GUARANTEED

All endorsements or assignments of ADRs must be guaranteed by a member of a Medallion Signature Program approved by the Securities Transfer Association, Inc.

Exhibit 10.1

THIRD AMENDMENT
TO THE
ENSCO INTERNATIONAL INCORPORATED
2005 LONG-TERM INCENTIVE PLAN

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

THIS AMENDMENT is effective the 14 th of May 2012, by Ensco plc, having its principal office in London, England (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, ENSCO International Incorporated adopted the ENSCO International Incorporated 2005 Long-Term Incentive Plan (the "Plan") effective January 1, 2005;

WHEREAS, the Plan was revised and restated on December 22, 2009, and was subsequently assumed by the Company effective as of December 23, 2009;

WHEREAS, the Board of Directors of the Company (the "Board") has authorized and approved this Third Amendment to the Plan by unanimous written consent on May 8, 2012; and

WHEREAS, the Company now desires to adopt this Third Amendment to the revised and restated Plan for the purpose of (i) deleting the definitions of "ADR" and "ADS" in Section 2 of the Plan, (ii) amending the definition of "Share" in Section 2 of the Plan, and (iii) amending Section 5(a) of the Plan to remove references to shares held in reserve by a subsidiary of the Company;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Company hereby adopts the following Third Amendment to the Plan:

1. Section 2 of the Plan is hereby amended by deleting the definitions of "ADR" and "ADS."

2. The definition of "Share" in Section 2 of the Plan is hereby amended in its entirety to read as follows:

> **" Share "** shall mean a Class A ordinary share of the Company, nominal value US$0.10 per Share. All references in the Plan to ADSs shall be read and considered to be references to Shares, 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 Shares, unless the context otherwise requires, and all provisions of the Plan shall be consistently interpreted and applied.

3. Section 5(a) of the Plan is hereby amended to read as follows:

(a) **Basic Limitation** . Shares 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 Shares or Shares 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 Shares that are available for issuance under this Plan shall not exceed ten million (10,000,000) Shares (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 Share Awards, all of which can be issued as Performance Awards, and Performance Unit Awards on no more than six million (6,000,000) Shares, and (ii) Options on no more than the number of Shares equal to the difference between the Plan Maximum and the actual aggregate number of Shares issued as Restricted Share 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 Shares than are available for issuance under this Plan. The number of Shares that are subject to unexercised Options at any time under this Plan shall not exceed the number of Shares 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 Shares to satisfy the requirements of this Plan. Shares 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 Shares that have been subject to Options or Restricted Share Awards be returned to the number of Shares available under this Plan Maximum for distribution in connection with the same type of future Awards by reason of such Shares (i) being withheld, if permitted under Section 3(b)(xii) and Section 6(f)(ii) , from the total number of Shares 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 Shares to be issued upon the exercise of Options, the vesting or settlement of any Restricted Share 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 Shares pursuant to repurchases, redemptions, or otherwise; provided, however, that no reduction in the number of outstanding Shares 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 Shares previously issued pursuant to an Award as duly authorized, validly issued, fully paid, and nonassessable. The Shares to be delivered under this Plan shall be made available from (a) authorized but unissued Shares, or (b) Shares 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.

[*signatures on next page]*

IN WITNESS WHEREOF, the Company has caused this Third Amendment to the ENSCO International Incorporated 2005 Long-Term Incentive Plan to be signed on its behalf by and a its duly authorized officer, effective as first above written.

ENSCO PLC

/s/ Christopher T. Weber

By: Christopher T. Weber
Its: Vice President – Treasurer

Exhibit 10.2

2012 AMENDMENT TO THE
ENSCO INTERNATIONAL INCORPORATED
1998 INCENTIVE PLAN

(As Amended on August 23, 2011, and
As Assumed by Ensco plc as of December 23, 2009)

THIS AMENDMENT is effective the 14th of May 2012, by Ensco plc, having its principal office in London, England (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, ENSCO International Incorporated 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 Plan was assumed by the Company effective as of December 23, 2009;

WHEREAS, the Board of Directors of the Company (the "Board") has authorized and approved this Amendment to the Plan by unanimous written consent on May 8, 2012; and

WHEREAS, the Company now desires to adopt this 2012 Amendment to the Plan in order to (i) delete the definitions of "ADR" and "ADS" in Section 2 of the Plan, and (ii) amend the definition of "Share" in Section 2 of the Plan;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Company hereby adopts the following 2012 Amendment to the Plan:

1. Section 2 of the Plan is hereby amended by deleting the definitions of "ADR" and "ADS."

2. The definition of "Share" in Section 2 of the Plan is hereby amended in its entirety to read as follows:

> " **Share** " shall mean one Class A ordinary share of the Company, nominal value US$0.10 per Share. All references to in the Plan to shares of common stock, stock, shares of Ensco Delaware, American depositary shares, and/or ADSs shall be read and considered to be references to Class A ordinary shares of the Company 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 Class A ordinary shares of the Company, unless the context otherwise requires, and all provisions of the Plan shall be consistently interpreted and applied.

[signatures on next page]

IN WITNESS WHEREOF, the Company has caused this 2012 Amendment to the ENSCO International Incorporated 1998 Incentive Plan to be signed on its behalf by and a its duly authorized officer, effective as first above written.

ENSCO PLC

/s/ Christopher T. Weber

By: Christopher T. Weber
Its: Vice President – Treasurer

Exhibit 10.3

EIGHTH AMENDMENT TO THE
PRIDE INTERNATIONAL, INC.
1993 DIRECTORS' STOCK OPTION PLAN

(As Assumed by Ensco plc as of May 31, 2011)

THIS AMENDMENT is effective the 14th of May 2012, by Ensco plc, having its principal office in London, England (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, the board of directors of Pride International, Inc., a Delaware corporation ("Pride"), adopted the Pride International, Inc. 1993 Director's Stock Option Plan on February 16, 1993, which became effective on February 22, 1993 and was subsequently amended from time to time (which, as currently in effect, is referred to herein as the "Plan");

WHEREAS, the Plan was subsequently amended and assumed by the Company in its merger with Pride, effective as of May 31, 2011;

WHEREAS, the Board of Directors of the Company (the "Board") has authorized and approved this Eighth Amendment to the Plan by unanimous written consent on May 8, 2012; and

WHEREAS, the Company now desires to adopt this Eighth Amendment to Plan for the purpose of (i) amending Section 2.1 of the Plan to amend the definition of "Shares" and replace references to American depositary shares, or ADSs, with references to Class A ordinary shares of the Company, or "Shares," as applicable, and (ii) amending Section 2.2 of the Plan to remove references to ADSs held in reserve by a subsidiary of the Company;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Company hereby adopts the following Eighth Amendment to the Plan:

1. Section 2.1 of the Plan is hereby amended in its entirety to read as follows:

2.1 The total number of Class A ordinary shares of the Company which may be purchased pursuant to the exercise of Options granted under this Plan shall not exceed, in the aggregate, two hundred thousand (200,000) Class A ordinary shares of the Company, nominal value US$0.10 per share (the "Shares"). All subsequent references in this Plan to ADSs, stock, securities and/or shares of Pride International, Inc. shall be read and be considered to be references to or to include Shares, as applicable; and all references (specific or otherwise) to "shareholders of the Company" shall be read and considered to be references to holders of Shares, unless the context otherwise requires, and all provisions of this Plan shall be consistently interpreted and applied.

3. Section 2.2 of the Plan is hereby amended in its entirety to read as follows:

2.2 Shares used to satisfy the exercise of Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company shall be authorized but unissued Shares.

[*signatures on next page]*

IN WITNESS WHEREOF, the Company has caused this Eighth Amendment to the Pride International, Inc. 1993 Director's Stock Option Plan to be signed on its behalf by and a its duly authorized officer, effective as first above written.

ENSCO PLC

/s/ Christopher T. Weber

By: Christopher T. Weber
Its: Vice President – Treasurer

Exhibit 10.4

2012 AMENDMENT TO THE
PRIDE INTERNATIONAL, INC.
1998 LONG-TERM INCENTIVE PLAN

(As Amended and Restated Effective February 17, 2005 and
As Assumed by Ensco plc as of May 31, 2011)

THIS AMENDMENT is effective the 14 th of May 2012, by Ensco plc, having its principal office in London, England (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, the board of directors of Pride International, Inc., a Delaware corporation ("Pride"), adopted the Pride International, Inc. 1998 Long-Term Incentive Plan which became effective as of the date of its approval by the stockholders of Pride on May 12, 1998, and was subsequently amended and restated effective February 17, 2005 (the "Plan");

WHEREAS, the Plan was subsequently amended and assumed by the Company in its merger with Pride, effective as of May 31, 2011;

WHEREAS, the Board of Directors of the Company (the "Board") has authorized and approved this 2012 Amendment to the Plan by unanimous written consent on May 8, 2012; and

WHEREAS, the Company now desires to adopt this 2012 Amendment to Plan for the purpose of (i) deleting the definition of "ADS" in Section 2 of the Plan, (ii) amending the definition of "Common Stock" in Section 2 of the Plan, and (iii) amending Section 4 of the Plan to remove references to ADSs held in reserve by a subsidiary of the Company;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Company hereby adopts the following 2012 Amendment to the Plan:

1. Section 2 of the Plan is hereby amended by deleting the definition "ADS."

2. The definition of "Common Stock" in Section 2 of the Plan is hereby amended in its entirety to read as follows:

> " **Common Stock** " means Class A ordinary shares of the Company, nominal value US$0.10 per share. All references in the Plan to ADSs shall be read and considered to be references to shares of Common Stock, 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 shares of Common Stock, unless the context otherwise requires, and all provisions of the Plan shall be consistently interpreted and applied.

3. Section 4 of the Plan is hereby amended to read as follows:

> 4. ***Common Stock Available for Awards.*** There shall be available for Awards granted wholly or partly in Common Stock (including rights or options which may be exercised for or settled in Common Stock) under this Plan ten percent (10%) of the total shares of Common Stock outstanding from time to time. Notwithstanding the foregoing, however, the maximum number of shares of Common Stock that may be issued pursuant to ISOs shall be 1,000,000 shares. The Board and the appropriate officers of the Company shall from time to time take whatever actions

are necessary to file required documents with governmental authorities and stock exchanges and transaction reporting systems to make shares of Common Stock available for issuance pursuant to Awards. Common Stock related to Awards that are forfeited or terminated, expire unexercised, are settled in cash in lieu of Common Stock or in a manner such that all or some of the shares covered by an Award are not issued to a Participant or are exchanged for Awards that do not involve Common Stock, shall immediately become available for Awards hereunder. Shares of Common Stock used to satisfy the exercise of Nonqualified Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company may be authorized but unissued shares of Common Stock or, if the Committee so determines, shares of Common Stock that have been acquired by the trustees of any employee benefit trust established in connection with the Company's equity incentive plans.

[signatures on next page]

IN WITNESS WHEREOF, the Company has caused this 2012 Amendment to the Pride International, Inc. 1998 Long-Term Incentive Plan to be signed on its behalf by and a its duly authorized officer, effective as first above written.

ENSCO PLC

/s/ Christopher T. Weber
By: Christopher T. Weber
Its: Vice President – Treasurer

Exhibit 10.5

2012 AMENDMENT TO THE
PRIDE INTERNATIONAL, INC.
2004 DIRECTORS' STOCK INCENTIVE PLAN

(As Amended and Restated Effective March 26, 2008 and
As Assumed by Ensco plc as of May 31, 2011)

THIS AMENDMENT is effective the 14 th of May 2012, by Ensco plc, having its principal office in London, England (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, on February 19, 2004, the board of directors of Pride International, Inc., a Delaware corporation ("Pride"), adopted the Pride International, Inc. 2004 Directors' Stock Incentive Plan which became effective as of that date and was approved by the stockholders of Pride on May 18, 2004, and which was subsequently amended and restated by the board of directors of Pride effective March 26, 2008, with stockholder approval on May 19, 2008 (the "Plan");

WHEREAS, the Plan was subsequently amended and assumed by the Company in its merger with Pride, effective as of May 31, 2011;

WHEREAS, the Board of Directors of the Company (the "Board") has authorized and approved this 2012 Amendment to the Plan by unanimous written consent on May 8, 2012; and

WHEREAS, the Company now desires to adopt this 2012 Amendment to Plan for the purpose of (i) deleting the definition of "ADS" in Section 2 of the Plan, (ii) amending the definition of "Common Stock" in Section 2 of the Plan, and (iii) amending Section 4 of the Plan to remove references to ADSs held in reserve by a subsidiary of the Company;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Company hereby adopts the following 2012 Amendment to the Plan:

1. Section 2 of the Plan is hereby amended by deleting the definition "ADS."

2. The definition of "Common Stock" in Section 2 of the Plan is hereby amended in its entirety to read as follows:

> " **Common Stock** " means Class A ordinary shares of the Company, nominal value US$0.10 per share. All references in the Plan to ADSs shall be read and considered to be references to shares of Common Stock, 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 shares of Common Stock, unless the context otherwise requires, and all provisions of the Plan shall be consistently interpreted and applied.

3. Section 4 of the Plan is hereby amended to read as follows:

> 4. ***Common Stock Available for Awards.*** No Award made wholly or partly in Common Stock (including SARs, Restricted Stock Units or Options which may be exercised for or settled in Common Stock) shall be granted if it shall result in the aggregate number of shares of Common Stock issued under the Plan plus the number of shares of Common Stock not issued but covered by or subject to Awards then outstanding under the Plan (after giving effect to the grant

of the Award in question) exceeding 540,000 shares. Upon allocation of all shares of Common Stock available for Awards under the Plan, no further Awards shall be made under the Plan prior to approval by the Company's stockholders of additional shares of Common Stock Awards under the Plan. The Board and the appropriate officers of the Company shall from time to time take whatever actions are necessary to file required documents with governmental authorities and stock exchanges and transaction reporting systems to make shares of Common Stock available for issuance pursuant to Awards. Common Stock related to Awards that are forfeited or terminated, expire unexercised, are settled in cash in lieu of Common Stock or in a manner such that all or some of the shares covered by an Award are not issued to a Participant, or are exchanged for Awards that do not involve Common Stock, shall immediately become available for Awards hereunder. The Committee from time to time adopt and observe such rules and procedures concerning the counting of shares against the Plan maximum or any sublimit as it may deem appropriate, including rules more restrictive than those set forth above to the extent necessary to satisfy the requirements of any national stock exchange on which the Common Stock is listed or any applicable regulatory requirement. Shares of Common Stock used to satisfy the exercise of Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company shall be authorized but unissued shares of Common Stock.

[*signatures on next page]*

IN WITNESS WHEREOF, the Company has caused this 2012 Amendment to the Pride International, Inc. 2004 Directors' Stock Incentive Plan to be signed on its behalf by and a its duly authorized officer, effective as first above written.

ENSCO PLC

/s/ Christopher T. Weber

By: Christopher T. Weber
Its: Vice President – Treasurer

Exhibit 10.6

2012 AMENDMENT TO THE
PRIDE INTERNATIONAL, INC.
2007 LONG-TERM INCENTIVE PLAN

(As Amended and Restated Effective March 16, 2010 and
As Assumed by Ensco plc as of May 31, 2011)

THIS AMENDMENT is effective the 14th of May 2012, by Ensco plc, having its principal office in London, England (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, the board of directors of Pride International, Inc., a Delaware corporation ("Pride"), adopted the Pride International, Inc. 2007 Long-Term Incentive Plan which became effective as of the date of its approval by the stockholders of Pride on May 12, 2007, and was subsequently amended and restated effective as of its approval by Pride stockholders on May 20, 2010 (the "Plan");

WHEREAS, the Plan was subsequently amended and assumed by the Company in its merger with Pride, effective as of May 31, 2011;

WHEREAS, the Board of Directors of the Company (the "Board") has authorized and approved this 2012 Amendment to the Plan by unanimous written consent on May 8, 2012; and

WHEREAS, the Company now desires to adopt this 2012 Amendment to the Plan for the purpose of (i) deleting the definition of "ADS" in Section 3 of the Plan, (ii) amending the definition of "Common Stock" in Section 3 of the Plan, and (iii) amending Section 5 of the Plan to remove references to ADSs held in reserve by a subsidiary of the Company;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Company hereby adopts the following 2012 Amendment to the Plan:

1. Section 3 of the Plan is hereby amended by deleting the definition "ADS."

2. The definition of "Common Stock" in Section 3 of the Plan is hereby amended in its entirety to read as follows:

> "Common Stock" means Class A ordinary shares of the Company, nominal value US$0.10 per share. All references in the Plan to ADSs shall be read and considered to be references to shares of Common Stock, 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 shares of Common Stock, unless the context otherwise requires, and all provisions of the Plan shall be consistently interpreted and applied.

3. Section 5 of the Plan is hereby amended to read as follows:

> (a) **Common Stock Available for Awards** . Subject to the provisions of Section 17 hereof, no Award shall be granted if it shall result in the aggregate number of shares of Common Stock issued under the Plan plus the number of shares of Common Stock covered by or subject to Awards then outstanding (after giving effect to the grant of the Award in question) to exceed an aggregate of 8,809,471. Effective as of the Effective Date, the following shares of Common Stock shall again be made available for issuance under the Plan: (i) the number of shares of Common Stock that are the subject of

Awards under this Plan or the Prior Plans that are forfeited, terminated or expire unexercised, (ii) any shares of Common Stock related to Awards under this Plan or the Prior Plans that are not issued or delivered as a result of the net settlement of an outstanding Option or SAR, (iii) any shares of Common Stock tendered, any shares of Common Stock deducted or any Award (under this Plan or the Prior Plans) surrendered in connection with the purchase of shares of Common Stock upon the exercise of an Option or SAR awarded pursuant to this Plan or the Prior Plans, or (iv) any shares of Common Stock deducted from the payment of an Award under this Plan or the Prior Plans or any shares of Common Stock tendered by a Participant in connection with the Company's tax withholding obligations in connection with an Award under this Plan or the Prior Plans. The Committee may from time to time adopt and observe such procedures concerning the counting of shares against the Plan maximum as it may deem appropriate. The Board and the appropriate officers of the Company shall from time to time take whatever actions are necessary to file any required documents with governmental authorities, stock exchanges and transaction reporting systems to ensure that shares of Common Stock are available for issuance pursuant to Awards. Shares of Common Stock used to satisfy the exercise of Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company may be authorized but unissued shares of Common Stock or, if the Committee so determines with respect to Options held by Employees, shares of Common Stock that have been acquired by the trustees of any employee benefit trust established in connection with the Company's equity incentive plans.

[*signatures on next page]*

IN WITNESS WHEREOF, the Company has caused this 2012 Amendment to the Pride International, Inc. 2007 Long-Term Incentive Plan to be signed on its behalf by and a its duly authorized officer, effective as first above written.

ENSCO PLC

/s/ Christopher T. Weber

By: Christopher T. Weber
Its: Vice President – Treasurer

Exhibit 10.7

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

THIS AMENDMENT No. 4, executed this 14th day of May 2012, and effective as of the time and/or dates specifically provided herein, by ENSCO International Incorporated, having its principal office in Houston, 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, upon recommendation of the Committee, approved Amendment No. 3 to the Original Plan on December 22, 2009;

WHEREAS, each issued and outstanding American depositary share ("ADS") (each ADS representing a Class A ordinary share, nominal value US$0.10 of Ensco plc (each an "UK Share")) will be converted into the right to receive an UK Share effective as of the date fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco plc, Citibank, N.A., as Depositary, and the holders and beneficial owners of the ADSs issued thereunder (the "Termination Date");

WHEREAS, the Board by its unanimous written consent has approved this Amendment No. 4 to the Original Plan to be effective as of Termination Date; and

WHEREAS, the Company now desires to adopt this Amendment No. 4 to the Original Plan in order to (i) specifically provide that (A) each ADS held by the Ensco ADS fund on the Termination Date will be converted into one UK Share, and (B) the references to "Ensco ADS fund" in Section 7.2 of the Original Plan shall thereafter be read and considered to be references to the "Ensco UK Stock fund," and (ii) 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. 4 to the Original Plan:

1. The following parenthetical, “(subsequently renamed ‘Ensco plc’),” is added to the first sentence of the sixth paragraph of Section 7.2 of the Original Plan between the terms “‘Ensco International plc’” and “(‘Ensco UK’)”.

2. The following is added to the end of the sixth paragraph of Section 7.2 of the Original Plan to read as follows:

Notwithstanding the foregoing to the contrary, on the “Termination Date”, each issued and outstanding Ensco ADS, including each Ensco ADS held by the Ensco ADS fund will be converted as an UK Share. The “Termination Date” shall be the date fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco UK, Citibank, N.A., as Depositary, and the holders and beneficial owners of the Ensco ADSs issued thereunder, and, on and after the Termination Date, the references to “Ensco ADS fund” in this Section 7.2 shall be read and considered to be references to the “Ensco UK Stock fund.” For this purpose, “UK Share” means a Class A ordinary share, par value US$0.10 of Ensco UK.

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

ENSCO INTERNATIONAL INCORPORATED

/s/ Douglas E. Hancock

By: Douglas E. Hancock
Its: Vice President and Treasurer

Exhibit 10.8

AMENDMENT NO. 5 TO THE
ENSCO
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
(As Amended and Restated Effective January 1, 2004)

THIS AMENDMENT No. 5, executed this 14th day of May 2012, and effective as of the time and/or dates specifically provided herein, by ENSCO International Incorporated, having its principal office in Houston, 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, upon recommendation of the Committee, approved Amendment No. 4 to the Original SERP on December 22, 2009;

WHEREAS, each issued and outstanding American depositary share ("ADS") (each ADS representing a Class A ordinary share, nominal value US$0.10 of Ensco plc (each an "UK Share")) will be converted into the right to receive an UK Share effective as of the date fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco plc, Citibank, N.A., as Depositary, and the holders and beneficial owners of the ADSs issued thereunder (the "Termination Date");

WHEREAS, the Board by its unanimous written consent has approved this Amendment No. 5 to the Original SERP to be effective as of the Termination Date; and

WHEREAS, the Company now desires to adopt this Amendment No. 5 to the Original Plan in order to (i) specifically provide that (A) each ADS held by the Ensco ADS fund on the Termination Date will be converted into one UK Share, and (B) the references to "Ensco ADS fund" in Section 7.2 of the Original SERP shall thereafter be read and considered to be references to the "Ensco UK Stock fund," and (ii) make such other conforming changes to the 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. 5 to the amended and restated Original SERP:

1. The following parenthetical, “(subsequently renamed ‘Ensco plc’),” is added to the first sentence of the sixth paragraph of Section 7.2 of the amended and restated Original SERP between the terms “‘Ensco International plc’” and “(‘Ensco UK’)”.

2. The following is added to the end of the sixth paragraph of Section 7.2 of the amended and restated Original SERP to read as follows:

Notwithstanding the foregoing to the contrary, on the “Termination Date”, each issued and outstanding Ensco ADS, including each Ensco ADS held by the Ensco ADS fund, will be converted to an UK Share. The “Termination Date” shall be the date fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco UK, Citibank, N.A., as Depositary, and the holders and beneficial owners of the Ensco ADSs, issued thereunder, and, on and after the Termination Date, the references to “Ensco ADS fund” in this Section 7.2 shall be read and considered to be references to the “Ensco UK Stock fund.” For this purpose, “UK Share” means a Class A ordinary share, par value US$0.10 of Ensco UK.

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officers, has caused this Amendment No. 5 to the amendment and restatement of the Original SERP to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

/s/ Douglas E. Hancock
By: Douglas E. Hancock
Its: Vice President and Treasurer

Exhibit 10.9

AMENDMENT NO. 5 TO THE
ENSCO
2005
NON-EMPLOYEE DIRECTOR DEFERRED COMPENSATION PLAN

THIS AMENDMENT No. 5 executed this 14 th day of May 2012, and effective as of the time and/or dates specifically provided herein, by ENSCO International Incorporated, having its principal office in Houston, Texas (hereinafter referred to as the "Company").

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, upon recommendation of the Committee, approved Amendment No. 4 to the 2005 Plan on December 22, 2009;

WHEREAS, each issued and outstanding American depositary share ("ADS") (each ADS representing a Class A ordinary share, nominal value US$0.10 of Ensco plc (each an "Ensco UK Share")) will be converted into the right to receive an Ensco UK Share effective as of the date fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco plc, Citibank, N.A., as Depositary, and the holders and beneficial owners of the ADSs issued thereunder (the "Termination Date");

WHEREAS, the Board by its unanimous written consent has approved this Amendment No. 5 to the 2005 Plan to be effective as of Termination Date; and

WHEREAS, the Company now desires to adopt this Amendment No. 5 to the 2005 Plan in order to (i) specifically provide that (A) each ADS held by the Ensco ADS fund on Termination Date will be converted into one Ensco UK Share, and (B) the references to "Ensco ADS fund" in Section 7.2 of the 2005 Plan shall thereafter be read and considered to be references to the "Ensco UK Stock fund," and (ii) 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. 5 to the 2005 Plan:

1. The third paragraph of Section 10.2 of the 2005 Plan is hereby amended to remove all reference to ADSs as follows:

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 that, together with Ensco UK Shares 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; (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 possessing 35 percent or more of the total voting power of the Ensco UK Shares, 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 sentence is added to the end of the fourth paragraph of Section 10.2 of the 2005 Plan to read as follows:

Following the "Termination Date", as such term is defined in Section 7.2, the references to "Ensco UK Shares or Ensco ADSs" and in the fourth paragraph of this Section 10.2 shall be changed to "Ensco UK Shares."

3. The following parenthetical, "(subsequently renamed 'Ensco plc')," is added to the first sentence of the fifth paragraph of Section 7.2 of the 2005 Plan between the terms "'Ensco International plc'" and "('Ensco UK')".

4. The following is added to the end of the fifth paragraph of Section 7.2 of the 2005 Plan to read as follows:

Notwithstanding the foregoing to the contrary, on the "Termination Date", each issued and outstanding Ensco ADS, including each Ensco ADS held by the Ensco ADS fund, will be converted to an Ensco UK Share. The "Termination Date" shall be the date fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco UK, Citibank, N.A., as Depositary, and the holders and beneficial owners of the Ensco ADSs, issued thereunder, and, on and after the Termination Date, the references to "Ensco ADS fund" in this Section 7.2 shall be read and considered to be references to the "Ensco UK Stock fund." For this purpose, "Ensco UK Share" means a Class A ordinary share, par value US$0.10 of Ensco UK.

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officers, has caused this Amendment No. 5 to the 2005 Plan to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

/s/ Douglas E. Hancock
By: Douglas E. Hancock
Its: Vice President and Treasurer

Exhibit 10.10

AMENDMENT NO. 4 TO THE
ENSCO 2005 SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
(As Amended and Restated Effective January 1, 2005)

THIS AMENDMENT No. 4, executed this 14th day of May 2012, and effective as of the time and/or dates specifically provided herein, by ENSCO International Incorporated, having its principal office in Houston, 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 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, upon recommendation of the Committee, approved Amendment No. 3 to the 2005 SERP, as amended and restated January 1, 2005, on December 22, 2009;

WHEREAS, each issued and outstanding American depositary share ("ADS") (each ADS representing a Class A ordinary share, nominal value US$0.10 of Ensco plc (each an "Ensco UK Share")) will be converted into the right to receive an Ensco UK Share effective as of the date fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco plc, Citibank, N.A., as Depositary, and the holders and beneficial owners of the ADSs issued thereunder (the "Termination Date");

WHEREAS, the Board by its unanimous written consent has approved this Amendment No. 4 to the amended and restated 2005 SERP to be effective as of the Termination Date; and

WHEREAS, the Company now desires to adopt this Amendment No. 4 to the amended and restated 2005 SERP in order to (i) specifically provide that (A) each ADS held by the Ensco ADS fund on the Termination Date will be converted into one Ensco UK Share, and (B) the references to "Ensco ADS fund" in Section 7.2 of the amended and restated 2005 SERP shall thereafter be read and considered to be references to the "Ensco UK Stock fund," and (ii) 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. 4 to the amended and restated 2005 SERP:

1. The third paragraph of Section 10.2 of the amended and restated 2005 SERP is hereby amended to remove all reference to ADSs as follows:

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 that, together with Ensco UK Shares 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; (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 possessing 35 percent or more of the total voting power of the Ensco UK Shares, 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 sentence is added to the end of the fourth paragraph of Section 10.2 of the amended and restated 2005 SERP to read as follows:

Following the "Termination Date", as such term is defined in Section 7.2, the references to "Ensco ADSs" in the fourth paragraph of this Section 10.2 shall be changed to "Ensco UK Shares."

3. The following parenthetical, "(subsequently renamed 'Ensco plc')," is added to the first sentence of the fifth paragraph of Section 7.2 of the amended and restated 2005 SERP between the terms "'Ensco International plc'" and "('Ensco UK')".

4. The following is added to the end of the fifth paragraph of Section 7.2 of the amended and restated 2005 SERP to read as follows:

Notwithstanding the foregoing to the contrary, on the "Termination Date", each issued and outstanding Ensco ADS, including each Ensco ADS held by the Ensco ADS fund, will be converted to an Ensco UK Share. The "Termination Date" shall be the date

fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco UK, Citibank, N.A., as Depositary, and the holders and beneficial owners of the Ensco ADSs, issued thereunder, and, on and after the Termination Date, the references to "Ensco ADS fund" in this Section 7.2 shall be read and considered to be references to the "Ensco UK Stock fund." For this purpose, "Ensco UK Share" means a Class A ordinary share, par value US$0.10 of 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 ENSCO 2005 Supplemental Executive Retirement Plan to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

/s/ Douglas E. Hancock

By: Douglas E. Hancock
Its: Vice President and Treasurer

Exhibit 10.11

AMENDMENT NO. 2
TO THE
ENSCO SAVINGS PLAN
(As Revised and Restated Effective 1 January 2002)

THIS AMENDMENT NO. 2, executed this 14th day of May 2012, and effective as of the time and/or dates specifically provided herein, by ENSCO International Incorporated, having its principal office in Houston, Texas (hereinafter referred to as the "Company").

W I T N E S S E T H:

WHEREAS, the Company established the Energy Service Company, Inc. Profit Sharing Plan (the "Plan") effective May 15, 1991 in the form of a profit sharing plan designed to constitute a "qualified plan" within the meaning of applicable sections of the Internal Revenue Code of 1986, as amended (the "Code"), including Section 401(k) thereof;

WHEREAS, the Plan was amended effective May 15, 1991 by resolution of the Board of Directors of the Company (the "Board") dated February 16, 1993 to change the name of the Plan to the "ENSCO Savings Plan";

WHEREAS, the Company also maintained the ENSCO Profit Sharing Plan which was merged into the Plan effective July 1, 1991;

WHEREAS, the Company acquired Penrod Drilling Corporation ("Penrod") and the Penrod Thrift Plan maintained by Penrod was merged into the Plan effective December 31, 1993 and Penrod became a participating employer in the Plan effective as of January 1, 1994;

WHEREAS, the Plan was amended by Amendment No. II effective December 31, 1993 to provide (i) that all matching contributions by the Company to the Plan will be made in shares of common stock of the Company, (ii) that the vesting schedule used by the Plan shall be a six-year schedule pursuant to which a participant is 20% vested after two years of service and an additional 20% for each year thereafter, (iii) for the direct rollover rules of Section 401(a)(31) of the Code, (iv) for the new compensation limitation of Section 401(a)(17) of the Code, (v) for elimination of the requirement that a participant be employed on December 31 of a plan year to receive an allocation of a Company matching contribution made for that plan year and (vi) for such other administrative provisions as the officers of the Company deemed appropriate;

WHEREAS, the Company appointed T. Rowe Price Trust Company successor trustee of the Plan effective January 1, 1995;

WHEREAS, the Company acquired Dual Drilling Company ("Dual") effective June 12, 1996 and Dual Holding Company, a wholly-owned subsidiary of the Company, became the successor sponsor to Dual of the Dual Drilling Company Employees Tax Deferred/Thrift Savings Plan and Trust the "Dual 401(k) Plan";

WHEREAS, the eligible employees of Dual became eligible to participate in the Plan effective July 1, 1996;

WHEREAS, the Plan was amended by Amendment No. III effective July 1, 1996 by resolution of the Board to (i) provide all employees of Dual as of June 12, 1996 with credit for all service with Dual for purposes of the eligibility and vesting provisions of the Plan, (ii) permit participation in the Plan as of July 1, 1996 by all participants in the Dual 401(k) Plan as of June 30, 1996, (iii) provide that any participant in the Dual 401(k) Plan as of June 30, 1996 shall be 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, (iv) eliminate the $500 minimum withdrawal requirement with respect to in-service withdrawals of pre-tax contributions to the Plan, and (v) provide for the same rules in the Plan as are presently contained in the Dual 401(k) Plan with respect to in-service withdrawals of amounts attributable to after-tax contributions which are to be transferred to the trust of the Plan pursuant to the merger of the Dual 401(k) Plan into the Plan;

WHEREAS, the Dual 401(k) Plan was subsequently amended and restated effective as of January 1, 1989 and such restatement provided that, effective June 1, 1996, each participant in the Dual 401(k) Plan shall be fully vested in his individual account in the Dual 401(k) Plan;

WHEREAS, the Plan was amended by Amendment No. IV effective April 1, 1997 to change the "entry dates" for the Plan;

WHEREAS, (i) the Board approved the merger of the Dual 401(k) Plan into the Plan as soon as administratively practicable following the issuance by the National Office of the Internal Revenue Service of a compliance statement pursuant to the application filed by Dual Holding Company, as successor sponsor to Dual of the Dual 401(k) Plan, under the Voluntary Compliance Resolution program of the Internal Revenue Service and (ii) following receipt by Dual Holding Company of that compliance statement, the Dual 401(k) Plan was merged into the Plan effective as of January 31, 2000;

WHEREAS, the Company revised and restated the Plan, effective January 1, 1997 (the "1997 Restatement"), except for certain provisions for which another effective date was subsequently provided elsewhere in the terms of the 1997 Restatement, 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 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 1997 Restatement, effective January 1, 2002, to reflect the proposed Treasury regulations (the "Proposed Regulations") issued under Section 401(a)(9) of the Code;

WHEREAS, the Company adopted Amendment No. 2 to the 1997 Restatement, 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 1997 Restatement which were clarified by further guidance from the Pension and Welfare Benefits Administration (collectively the "Final Claims Procedure Regulations");

WHEREAS, the Proposed Regulations for which the 1997 Restatement 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 1997 Restatement (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 1997 Restatement, 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 1997 Restatement 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 1997 Restatement 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 1997 Restatement once every six months after he has attained 59 1/2;

WHEREAS, the Company adopted Amendment No. 4 to the 1997 Restatement to retroactively amend the definition of Profit Sharing Entry Date in Section 1.16 of the 1997 Restatement to conform the terms of Section 1.16 of the 1997 Restatement 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 1997 Restatement 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 became effective to the Plan for distributions on or after March 28, 2005;

WHEREAS, the Company adopted Amendment No. 6 to the 1997 Restatement (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 1997 Restatement, 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 1997 Restatement 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 1997 Restatement, 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 1997 Restatement (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)/401(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 1997 Restatement, 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 1997 Restatement;

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 1997 Restatement, to (i) amend, effective as of January 1, 2008, the investment funds specified in Section 1.24 of the 1997 Restatement available for participant direction of investment, (ii) amend, effective June 1, 2008, Section 1.24 and Section 22.8 of the 1997 Restatement 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 1997 Restatement to provide for automatic enrollments, (iv) amend, effective as of January 1, 2007, Section 10.2 and Section 22.8 of the 1997 Restatement 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 1997 Restatement 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 1997 Restatement 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 reemployment 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 1997 Restatement, to (i) amend, effective as of February 1, 2009, the investment funds specified in Section 1.24 of the 1997 Restatement 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 1997 Restatement 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 1997 Restatement 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 1997 Restatement 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 of the 1997 Restatement along with such profit sharing contributions) that may be made to the Plan under Section 3.3 of the 1997 Restatement 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 1997 Restatement, to (i) amend, effective January 1, 2008, Article VIII of the 1997 Restatement to reflect the Final 415 Regulations, and (ii) amend, effective October 1, 2009, Section 22.8 of the 1997 Restatement 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 1997 Restatement, to (i) amend, effective January 1, 2008, Section 4.1 of the 1997 Restatement 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 1997 Restatement, 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 1997 Restatement, 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 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 merged (the "Merger") with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Ensco Cayman;

WHEREAS, 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" ("Ensco UK");

WHEREAS, pursuant to the Merger Agreement, each issued and outstanding share of the common stock of the Company was 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;

WHEREAS, the Company adopted Amendment No. 16 to the 1997 Restatement to amend, effective as of December 23, 2009 (or, if different, the effective date of the Merger), (i) Section 1.10 of the 1997 Restatement to define "Ensco ADS" instead of "Company Stock," (ii) Section 1.14 of the 1997 Restatement 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 1997 Restatement to mean the Ensco ADS Fund, (iv) Section 21.6 of the 1997 Restatement 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 1997 Restatement to

reflect certain concepts under English law related to offers as described in such section, (vi) Section 22.10 of the 1997 Restatement 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 1997 Restatement as determined necessary;

WHEREAS, the name of Ensco UK was changed to "Ensco plc" and the name of the Plan was changed to "Ensco Savings Plan";

WHEREAS, the Company adopted Amendment No. 17 to the 1997 Restatement, to amend (i) Sections 1.10, 21.6 and 22.10 of the 1997 Restatement to reflect the change to the name of Ensco UK to "Ensco plc," (ii) Section 1.36 of the 1997 Restatement to reflect the change to the name of the Plan to "Ensco Savings Plan," and (iii) Section 3.1(b)(vi) of the 1997 Restatement, effective January 1, 2007, to increase the default deferral percentage under the automatic enrollment feature of the Plan from three percent to five percent;

WHEREAS, pursuant to the guidance issued by the Internal Revenue Service in Rev. Proc. 2007-44, the Plan has been assigned a five-year remedial amendment cycle of Cycle E which requires the Plan to be amended no later than January 31, 2011 (except as may be provided otherwise by Rev. Proc. 2007-44 or other published guidance for certain interim amendments) to bring the Plan into compliance with the 2009 Cumulative List of Changes in Plan Qualification Requirements published by the Internal Revenue Service in Notice 2009-98 for Cycle E plans (the "Cycle E Cumulative List"), which identifies all changes in the qualification requirements applicable to Cycle E plans resulting from statutory, regulatory and other guidance published in the Internal Revenue Bulletin;

WHEREAS, the Pension Protection Act of 2006 enacted other changes to the Code, certain provisions of which become applicable to the Plan for Years beginning on or after January 1, 2007;

WHEREAS, the Company amended and restated the Plan, effective January 1, 2002 (the "2002 Restatement"), except for certain provisions for which another effective date is subsequently provided otherwise in the terms of the 2002 Restatement, to (i) incorporate the provisions of Amendment Nos. 1-17 to the 1997 Restatement, (ii) bring the Plan into compliance with the Code, as modified by the changes in the qualification requirements applicable to the Plan that are identified in the Cycle E Cumulative List, including, but not limited to EGTRRA, the Final Required Minimum Distribution Regulations, the Final 401(k)/401(m) Regulations, the Final 415 Regulations, and the Worker, Retiree, and Employer Recovery Act of 2008, (iii) reflect certain provisions of the Pension Protection Act of 2006 and to constitute good faith compliance with the requirements of the Pension Protection Act of 2006, and (iv) bring the Plan into compliance with all applicable rules, regulations and administrative pronouncements enacted, promulgated or issued since the Plan was restated by the 1997 Restatement;

WHEREAS, the Company acquired Pride International, Inc. ("Pride"), effective 31 May 2011, pursuant to a merger agreement by and among Ensco UK, the Company, an indirect wholly owned subsidiary of Ensco UK, ENSCO Ventures LLC, a Delaware limited liability company and an indirect, wholly owned subsidiary of Ensco UK (the "Merger Sub"), and Pride,

whereby the Merger Sub was merged with and into Pride (the "2011 Merger"), with Pride surviving the 2011 Merger as a wholly owned subsidiary of Ensco UK and continuing as sponsor of the Pride International, Inc. 401(k) Retirement and Savings Plan (the "Pride 401(k) Plan");

WHEREAS, the employees of Pride who continued as employees of Pride on and after 31 May 2011 shall continue to be eligible to participate in the Pride 401(k) Plan through 31 December 2011 and shall then become eligible to participate in the Plan effective 1 January 2012;

WHEREAS, the Pride 401(k) Plan shall be merged into the Plan effective 31 December 2011 and the assets of the Pride 401(k) Plan shall be transferred on 31 December 2011 from the trust established pursuant to the Pride 401(k) Plan to the trust established pursuant to the Plan;

WHEREAS, the Company adopted Amendment No. 1 to the 2002 Restatement, effective 1 October 2011, unless specifically provided otherwise in the terms of this Amendment No. 1, to, among other things, (i) permit participation in the Plan on 1 January 2012 (the "Date of Participation") by all employees of Pride who are both eligible to participate in the Pride 401(k) Plan as of 31 December 2011 and are employed by the Company or an affiliated company of the Company on 31 December 2011, (ii) provide all employees of Pride who begin to participate in the Plan as of the Date of Participation (or, such earlier date after 31 May 2011 as determined for selected employees of Pride) with credit for all service credited to such employees under the Pride 401(k) Plan for purposes of the eligibility and vesting provisions of the Plan, (iii) provide that any participant in the Pride 401(k) Plan shall, subsequent to the Date of Participation (or, such earlier date of participation after 31 May 2011 as determined for selected employees of Pride), remain 100% vested in his account balance in the Plan attributable to the balance in his 401(k) safe harbor matching employer contributions account, prior matching contributions account, prior employer matching contributions account, and prior profit sharing contributions account maintained under the Pride 401(k) Plan that shall be transferred on 31 December 2011 to the Plan, (iv) amend Section 2.1 of the 2002 Restatement to eliminate the service requirement to become eligible to participate in the 401(k) feature of the Plan and conform the definition of 401(k) Entry Date in Section 1.20 of the 2002 Restatement, (v) amend Section 2.1 of the 2002 Restatement to eliminate the service requirement to become eligible to participate in the profit sharing feature of the Plan and amend the definition of Profit Sharing Entry Date in Section 1.20 in the 2002 Restatement to mean (A) the employment commencement date of an employee with respect to an eligible employee who becomes employed before October 1 of a plan year and (B) the January 1 of the next following plan year with respect to an eligible employee who becomes employed after September 30 of a plan year, (vi) amend Section 14.5 of the 2002 Restatement to permit certain financial hardship withdrawals from the Plan, and (vii) provide that any participant in the Pride 401(k) Plan as of the Date of Participation shall be eligible for an in-service withdrawal from the Plan under Section 14.5(c) of the 2002 Restatement attributable to prior matching contributions and profit sharing contributions under the Pride 401(k) Plan after he has attained age 59 1/2;

WHEREAS, each issued and outstanding ADS will be converted into the right to receive a Class A ordinary share, par value US$0.10 of Ensco UK (each an "Ensco UK Share") effective as of the date fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco plc, Citibank, N.A., as Depositary, and the holders and beneficial owners of the ADSs issued thereunder (the "Termination Date");

WHEREAS, the Company now desires to adopt this Amendment No. 2 to the 2002 Restatement, to amend, effective as of the Termination Date (i) Section 1.19 of the Plan by changing the definition of "Ensco ADS" to "Ensco UK Share," (ii) the fund listed as Fund 5 in Section 1.28 of the Plan to mean the Ensco UK Stock Fund, (iii) Sections 20.6 and 20.7 of the Plan to reflect the voting rights and procedures in connection with Ensco UK Shares, (iv) Section 21.10 of the Plan to specifically provide that each ADS held by the Trust Fund on the Termination Date was converted into one share of Ensco UK Share, and (v) to make such other conforming changes to the Plan as determined necessary; and

WHEREAS, (i) the benefits payable from the Plan are independent of any benefits an Employee is or may become entitled to under any other funded pension, profit sharing or savings plan, (ii) the benefits payable to an Employee, former Employee or Beneficiary under the Plan shall be determined solely by reference to the provisions of the Plan in effect on the date of such Employee's retirement or other termination of employment, except as otherwise specifically provided herein, and (iii) except as otherwise provided in the Plan or any amendment to the Plan, the provisions of any amendment to the Plan shall apply solely to an Employee, former Employee, Participant or Former Participant whose employment with an Employer terminates on or after the effective date of the amendment;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Company hereby adopts the following Amendment No. 2 to the 2002 Restatement:

1. Section 1.19 of the Plan is hereby amended to read as follows:

Sec. 1.19 Ensco UK Share means a Class A ordinary share, par value US$0.10, in Ensco plc, a company incorporated under English law which wholly owns the Company ("Ensco UK"). References (specific or otherwise) to shares of Company Stock in the Plan, as amended, shall be read and considered to be references to Ensco UK Shares and all references (specific or otherwise) to "stockholders of the Company" shall be read and considered to be references to holders of Ensco UK Shares, and all provisions of the Plan shall be consistently interpreted and applied.

2. The fund designated in Section 1.28 of the Plan as Fund 5 is hereby amended as follows:

Fund 5 : Ensco UK Stock Fund (known as the Ensco ADS Fund between the "Termination Date," as defined in Section 21.10, and the effective date of the Merger and the Company Stock Fund prior to the effective date of the Merger)

3. Sections 3.5, 14.1 and 14.11(c) are hereby amended to replace any reference to Ensco ADSs with a reference to Ensco UK Shares.

4. Section 13.2 of the Plan is hereby amended by adding the following paragraph to the end thereof to read as follows:

If a Participant was a participant in the Pride 401(k) Plan on 31 December 2011 and became a Participant in the Plan on 1 January 2012 (a "Pride Participant"), then, notwithstanding the above vesting schedule in this Schedule 13.2, the entire Employer Account of each Pride Participant shall become nonforfeitable and fully vested on the date he attains age 55.

5. Section 20.6 of the Plan is hereby amended to read as follows:

Sec. 20.6 Voting of Ensco UK Share . The Trustee shall, upon receipt of notice to it of any meeting at which the holders of Ensco UK 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 UK Shares 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 vote all Ensco UK Shares (including fractional Ensco UK Shares) allocated to his Individual Account, provided he delivers instructions to the Trustee to vote the Ensco UK Shares 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 vote, such Ensco UK Shares 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 UK Shares representing an integral number of the Ensco UK Shares. All instructions shall be maintained by the Trustee to safeguard the confidentiality of the instructions.

6. Section 20.7 of the Plan is hereby amended to read as follows:

Sec. 20.7 Tender and Exchange Offers . The provisions of this Section 20.7 shall apply in the event that a tender offer (as defined below) is made for the Ensco UK Shares or an offer to exchange securities (as defined below) for the Ensco UK 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 UK Shares, 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 UK Shares allocated to his Individual Account under the Plan. 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 UK Shares held in that Participant's or Former Participant's Individual Account.

(c) Cash Tender Offer . In connection with a cash tender offer for Ensco UK Shares, a Participant or Former Participant may direct the Trustee to tender any or all Ensco UK Shares 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 . In connection with an exchange offer for Ensco UK Shares, a Participant or Former Participant may direct the Trustee to deliver in acceptance of the exchange offer any or all Ensco UK Shares 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 . In connection with a combination tender and exchange offer for Ensco UK Shares, a Participant or Former Participant may direct the Trustee to tender and offer for exchange any or all Ensco UK Shares 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) 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.

(g) Best Efforts. The Trustee shall use its best efforts to effect on a uniform and nondiscriminatory basis the sale or exchange of the Ensco UK Shares 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 UK 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 UK 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 UK Shares as he had immediately prior to the Trustee's tendering of the Ensco UK Shares.

(h) Conditional Obligations of the Trustee. Any obligation belonging to the Trustee under the foregoing provisions of this Section 20.7 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 20.7. 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 UK 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.

Between the "Termination Date," as defined in Section 21.10, and the effective date of the Merger, the provisions governing a tender offer made for Ensco ADSs or Shares were specified in Section 20.7 of the Plan, as revised and restated effective January 1, 2002, as it existed prior to being amended effective as of the "Termination Date" by Amendment No. 2 thereto. Prior to the effective date of the Merger, the provisions governing a tender offer made for the shares of Company Stock or an offer to exchange securities of another company for the shares of Company Stock were specified in section 21.7 of the Plan, as revised and restated effective January 1, 1997, as it existed prior to being amended effective as of the effective date of the Merger by Amendment No. 16 thereto.

7. Section 21.10 of the Plan is hereby amended by adding the following new sentence to the end thereof to read as follows:

On the “Termination Date” each issued and outstanding Ensco ADS, including each such Ensco ADS allocated to the Individual Accounts of each Participant and Former Participant, will be converted to one Ensco UK Share. The “Termination Date” shall be the date fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco UK, Citibank, N.A., as Depositary, and the holders and beneficial owners of the Ensco ADSs issued thereunder.

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officers, has caused this Amendment No. 2 to be executed on the date first above written.

ENSCO INTERNATIONAL INCORPORATED

By: /s/ Douglas E. Hancock
Douglas E. Hancock
Vice President and Treasurer

Exhibit 10.12

Deed of Amendment No. 5

The Ensco Multinational Savings Plan

14 May 2012

between

Citco Trustees (Cayman) Limited

(as Trustee)

and

Ensco plc

This Deed of Amendment is made the 14 th day of May 2012

Between:

(1) **Citco Trustees (Cayman) Limited** , a trust company incorporated under the laws of the Cayman Islands whose registered office is at 89 Nexus Way, Camana Bay, PO Box 31106, Grand Cayman, KY1-1205, Cayman Islands (" **Trustee** "); and

(2) **Ensco plc** of 6 Chesterfield Gardens, 3rd Floor, London, W1J 5BQ, England (" **Ensco** ")

Whereas:

(A) This deed is supplemental to:

(i) a trust deed dated 31 December 2008 (the " **Trust Deed** ") made between the Trustee and Ensco International Incorporated as the Plan Sponsor establishing the trust known as the Ensco Multinational Savings Plan;

(ii) an amended and restated trust deed (the " **Amended and Restated Deed** ") dated 16 February 2009 made between the Trustee and Ensco International Incorporated as the Plan Sponsor;

(iii) a first deed of amendment (the " **First Deed of Amendment** ") dated 25 September 2009 made between the Trustee and Ensco International Incorporated as the Plan Sponsor; and

(iv) a second deed of amendment (the " **Second Deed of Amendment** ") dated 21 December 2009 made between the Trustee and Ensco International Incorporated as the Plan Sponsor

(v) a third deed of amendment (the " **Third Deed of Amendment** ") dated 4 November 2010 made between the Trustee and Ensco plc as the Plan Sponsor

(vi) a fourth deed of amendment the (the " **Fourth Deed of Amendment** ") dated 1 January 2012 made between the Trustee and Ensco plc as the Plan Sponsor

the Trust Deed as amended being hereinafter referred to as the " **Trust** ".

(B) Each outstanding American Depositary Share, evidenced by an American Depositary Receipt, which represents a Class A ordinary share of Ensco plc (each an "ADS") will be converted to a Class A ordinary share of Ensco plc effective as of the date fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco plc, Citibank, N.A., as Depositary, and the holders and beneficial owners of the ADSs issued thereunder;

(C) The Trustee wishes to exercise the power of amendment conferred by Clause 24 of the Trust in the manner set out below and intends that Clause 2 of this deed shall serve as the Certification in relation to the amendments.

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

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

This Deed witnesses

and it is hereby agreed

and declared 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 the "Termination Date" which is the date fixed for termination of the Deposit Agreement, dated as of September 29, 2009, among Ensco plc, Citibank, N.A., as Depositary, and the holders and beneficial owners of the ADSs issued thereunder.

2 Amendments

2.1 In exercise of its powers under Clause 24 of the Trust and all other relevant powers and with the consent of the Company, and in compliance with the requirements contained in Clause 24 of the Trust, the Trustee hereby amends the Trust with effect from the date of this deed as follows:

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 the Class A ordinary shares of the Plan Sponsor ("Shares"). 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 Shares 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 Shares 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 Shares provided however that the value of any Shares 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 Shares exceeded twenty-five (25%) prior to the Effective Date."

3 Certification

The Trustee hereby certifies that, in its opinion, the amendments set out in Clause 2 of this deed 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 the Participants.

4 Consent

Ensco 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 previously 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 not defined herein 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)

Witness

CITCO TRUSTEES (CAYMAN) LIMITED

Executed as a deed by **Ensco plc**)

/s/ Daniel W. Rabun
Director

/s/ Brady K. Long
Director/Secretary