

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE TO

**Tender Offer Statement
under Section 14(d)(1) or 13(e)(1) of the Securities Exchange Act of 1934**

Transocean Inc.

(Name of Subject Company (issuer))

Transocean Inc.

(Names of Filing Persons (identifying status as offeror, issuer or other person))

1.5% Convertible Debentures Due May 15, 2021

(Title of Class of Securities)

893830 AD1

(CUSIP Number of Class of Securities)

Eric B. Brown, Esq.

Senior Vice President, General Counsel and Corporate Secretary

Transocean Inc.

4 Greenway Plaza

Houston, Texas 77046

(713) 232-7500

(Name, Address and Telephone Number of Person Authorized to Receive Notices
and Communications on Behalf of Filing Persons)

Copy to:

Gene J. Oshman, Esq.

John D. Geddes, Esq.

Baker Botts L.L.P.

One Shell Plaza

910 Louisiana

Houston, Texas 77002-4995

(713) 229-1234

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
\$400,000,000	\$42,800

* For purposes of calculating amount of filing fee only. The transaction valuation upon which the filing fee was based was calculated as follows: The repurchase price of the 1.5% Convertible Debentures Due May 15, 2021, as described herein, is \$1,000 per \$1,000 principal amount outstanding. As of April 17, 2006 there was \$400,000,000 aggregate principal amount outstanding, resulting in an aggregate repurchase price of \$400,000,000.

** The amount of the filing fee equals \$107.00 per \$1 million of the value of the transaction.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing registration statement number, or the Form or Schedule and the date of its filing.

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

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[Company Press Release dated April 17, 2006](#)

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This Tender Offer Statement on Schedule TO is filed by Transocean Inc., a Cayman Islands exempted company (“Transocean”), and relates to Transocean’s offer to repurchase the 1.5% Convertible Debentures due May 15, 2021 that were issued by Transocean (the “Debentures”), upon the terms and conditions set forth in the Indenture (as defined below), the Company Notice dated April 17, 2006 (the “Company Notice”), and the related offer materials filed as Exhibits (a)(1)(B) to (a)(1)(E) to this Schedule TO (which Company Notice and related offer materials, as amended or supplemented from time to time, collectively constitute the “Option Materials”).

The Debentures were issued pursuant to the Indenture dated as of April 15, 1997 between Transocean (formerly named Transocean Sedco Forex Inc.) and The Bank of New York Trust Company, N.A. (as successor trustee to Chase Bank of Texas, National Association), as trustee (the “Trustee”), as amended and supplemented by the First Supplemental Indenture thereto dated as of April 15, 1997, the Second Supplemental Indenture thereto dated as of May 14, 1999, the Third Supplemental Indenture thereto dated as of May 24, 2000 and the Fourth Supplemental Indenture thereto dated May 11, 2001 (as so amended and supplemented, the “Indenture”). The Debentures are convertible into Transocean’s ordinary shares, par value \$.01 per share (“Ordinary Shares”).

The right of holders to surrender their Debentures for repurchase by Transocean (which we refer to as the “Option”) will expire at 5:00 p.m., New York City time, on May 15, 2006. This Schedule TO is intended to satisfy the disclosure requirements of Rule 13e-4(c)(2) under the Securities Exchange Act of 1934, as amended.

ITEMS 1 through 9.

Transocean is the issuer of the Debentures, and Transocean is offering to purchase for cash all of the Debentures if tendered by the holders under the terms and subject to the conditions set forth in the Indenture, the Debentures and the Option Materials. The Debentures are convertible into Ordinary Shares. Transocean maintains its principal executive offices at 4 Greenway Plaza, Houston, Texas 77046. Transocean’s telephone number at that address is (713) 232-7500. As permitted by General Instruction F to Schedule TO, all of the information set forth in the Option Materials is incorporated by reference into this Schedule TO.

ITEM 10. Financial Statements.

Transocean believes that its financial condition is not material to a holder’s decision whether to put the Debentures to Transocean because (1) the consideration being paid to holders surrendering Debentures consists solely of cash, (2) the Option is not subject to any financing conditions, (3) the Option applies to all outstanding Debentures and (4) Transocean is a public reporting company under Section 13(a) or 15(d) of the Exchange Act that files reports electronically on EDGAR. The financial condition and results of operations of Transocean and its subsidiaries are reported electronically on EDGAR on a consolidated basis.

ITEM 11. Additional Information.

- (a) *Agreements, Regulatory Requirements and Legal Proceedings.* Not applicable.
- (b) *Other Material Information.* Not applicable.

ITEM 12. Exhibits.

(a)(1)(A)	¾	Company Notice to Holders of Transocean Inc. 1.5% Convertible Debentures due May 15, 2021, dated April 17, 2006.
(a)(1)(B)	¾	Form of Repurchase Notice.
(a)(1)(C)	¾	Form of Notice of Withdrawal.
(a)(1)(D)	¾	Substitute Form W-9.
(a)(1)(E)	¾	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
(a)(5)(A)	¾	Company Press Release dated April 17, 2006.
(b)	¾	Not applicable.

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(d)(1)	¾	Indenture, dated as of April 15, 1997, between Transocean Inc. (formerly named Transocean Sedco Forex Inc.) and The Bank of New York Trust Company, N.A. (as successor trustee to Chase Bank of Texas, National Association), as trustee (incorporated by reference to Exhibit 4.1 to Transocean's Current Report on Form 8-K dated April 29, 1997).
(d)(2)	¾	First Supplemental Indenture, dated as of April 15, 1997, between Transocean and the Trustee (incorporated by reference to Exhibit 4.2 to Transocean's Current Report on Form 8-K dated April 29, 1997).
(d)(3)	¾	Second Supplemental Indenture, dated as of May 14, 1999, between Transocean and the Trustee (incorporated by reference to Exhibit 4.5 to Transocean's Post-Effective Amendment No. 1 to Registration Statement on Form S-3 (Registration No. 333-59001-99)).
(d)(4)	¾	Third Supplemental Indenture, dated as of May 24, 2000, between Transocean and the Trustee (incorporated by reference to Exhibit 4.1 to Transocean's Current Report on Form 8-K dated May 24, 2000).
(d)(5)	¾	Fourth Supplemental Indenture dated as of May 11, 2001 between Transocean and the Trustee (incorporated by reference to Exhibit 4.1 to Transocean's Current Report on Form 8-K dated May 11, 2001).
(g)	¾	Not applicable.
(h)	¾	Not applicable.

Item 13. Information Required by Schedule 13E-3.

Not applicable

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 17, 2006

TRANSOCEAN INC.

By: /s/ Gregory L. Cauthen
Gregory L. Cauthen
Senior Vice President and Chief Financial Officer

INDEX TO EXHIBITS

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(g)	¾	Not applicable.
(h)	¾	Not applicable.

COMPANY NOTICE

To the Holders of

TRANSOCEAN INC.

1.5% CONVERTIBLE DEBENTURES DUE MAY 15, 2021

CUSIP 893830 AD1*

Reference is hereby made to the Indenture dated as of April 15, 1997 between Transocean Inc. (formerly named Transocean Sedco Forex Inc.) (“Transocean”) and The Bank of New York Trust Company, N.A. (as successor trustee to Chase Bank of Texas, National Association), as trustee (the “Trustee”), as amended and supplemented by the First Supplemental Indenture thereto dated as of April 15, 1997, the Second Supplemental Indenture thereto dated as of May 14, 1999, the Third Supplemental Indenture thereto dated as of May 24, 2000 and the Fourth Supplemental Indenture thereto dated May 11, 2001 (as so amended and supplemented, the “Indenture”), pursuant to which the 1.5% Convertible Debentures Due May 15, 2021 of Transocean (the “Debentures”) were issued.

In accordance with the Indenture, at the option of each holder of the Debentures, the Debentures will be purchased by Transocean for \$1,000 in cash per \$1,000 principal amount of the Debentures plus accrued and unpaid interest up to but not including the business day immediately following the Repurchase Date as defined below (the “Repurchase Price”), subject to the terms and conditions of the Indenture, the Debentures and this Company Notice and related offer materials, as amended and supplemented from time to time (the “Offer”). Holders may surrender their Debentures at any time during the period beginning on April 17, 2006 and expiring at 5:00 p.m., New York City time, on May 15, 2006. This Company Notice is being sent pursuant to the provisions of Section 1505 of the Indenture.

To accept the Offer by Transocean to purchase the Debentures and receive payment the Repurchase Price, you must validly surrender the Debentures and the enclosed Repurchase Notice (the “Repurchase Notice”) to the Paying Agent (and not have withdrawn such surrendered Debentures and the Repurchase Notice), before 5:00 p.m., New York City time, on May 15, 2006 (the “Repurchase Date”). Debentures surrendered for purchase may be withdrawn at any time before the Repurchase Date. The right of holders to surrender Debentures for purchase in the Offer expires at 5:00 p.m., New York City time on the Repurchase Date.

HOLDERS THAT SURRENDER THROUGH THE DEPOSITORY TRUST COMPANY (“DTC”) NEED NOT SUBMIT A PHYSICAL REPURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.

The name and address of the Trustee, as Paying Agent and Conversion Agent, is as follows:

The Bank of New York Trust Company, N.A.
Corporate Trust Operations
Reorganization Unit
101 Barclay Street, 7 East
New York, New York 10286
Attn: Diane Amoroso
Phone No. (212) 815-6331
Fax No. (212) 298-1915

Dated: April 17, 2006

THE BANK OF NEW YORK TRUST COMPANY, N.A.
TRUSTEE on behalf of Transocean Inc.

NOTICE:

Copies of this Company Notice may be obtained from the Paying Agent at its address set forth above.

* No representation is made as to the correctness of such number either as printed on the Debentures or as contained in this notice, and reliance may be placed only on the other identification printed on the Debentures.

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No person has been authorized to give any information or to make any representations other than those contained in this Company Notice and the accompanying Repurchase Notice and, if given or made, such information or representations must not be relied upon as having been authorized. This Company Notice and the accompanying Repurchase Notice do not constitute an offer to buy or the solicitation of an offer to sell Debentures in any circumstances or jurisdiction in which such offer or solicitation is unlawful. The delivery of this Company Notice shall not under any circumstances create any implication that the information contained herein is current as of any time subsequent to the date of such information. None of Transocean or its board of directors or employees are making any representation or recommendation to any holder as to whether to surrender such holder's Debentures. You should consult your own financial and tax advisors and must make your own decision as to whether to surrender your Debentures for purchase and, if so, the amount of Debentures to surrender.

SUMMARY TERM SHEET

The following are answers to some of the questions that you may have about the Offer. To understand the Offer fully and for a more complete description of the terms of the Offer, we urge you to read carefully the remainder of this Company Notice and the accompanying Repurchase Notice because the information in this summary is not complete and those documents contain additional important information.

- **Who is offering to purchase my Debentures?**

Transocean Inc., a Cayman Islands exempted company, is offering to purchase all outstanding 1.5% Convertible Debentures due May 15, 2021 issued by it that are surrendered for purchase at the option of the holder thereof. As of April 11, 2006, there was \$400 million aggregate principal amount of Debentures outstanding.

- **Why is Transocean making the offer?**

Transocean is required to make the offer under the terms of the Indenture and the Debentures.

- **How much is Transocean offering to pay?**

Under the terms of the Indenture, Transocean will pay, in cash, a Repurchase Price of \$1,000 per \$1,000 principal amount of the Debentures plus accrued and unpaid interest up to but not including the business day immediately following the Repurchase Date with respect to any and all Debentures validly surrendered for purchase and not withdrawn.

- **What is the form of payment?**

Under the terms of the Indenture, Transocean may pay the Repurchase Price in cash, stock or any combination thereof. Transocean has determined that it will pay the Repurchase Price in cash with respect to any and all Debentures validly surrendered for purchase and not withdrawn.

- **Are the Debentures convertible into stock?**

Yes. Each Debenture is convertible at any time, at the option of the holder and so long as specified conditions are met, into ordinary shares, par value \$.01 per share, of Transocean ("Ordinary Shares") at a conversion rate of 13.8627 Ordinary Shares per \$1,000 principal amount of Debentures. This conversion rate is subject to adjustment in certain events. As a holder of Debentures, you may surrender Debentures for conversion at any time prior to maturity, unless they have been previously repurchased or redeemed, but only if the closing sale price of the Ordinary Shares is greater than 110% of the conversion price per Ordinary Share for at least 20 trading days of the 30 trading days prior to conversion, if the Debentures are called for redemption or upon the occurrence of specified corporate transactions.

- **How can I determine the market value of the Debentures?**

There is no established reporting system or market for trading in the Debentures. To the extent that the Debentures are traded, prices of the Debentures may fluctuate widely depending on trading volume, the balance between buy and sell orders, prevailing interest rates, Transocean's operating results and the market for similar securities. To the extent available, holders are urged to obtain current market quotations for the Debentures before making any decision with respect to the Offer.

- **What does the board of directors of Transocean think of the Offer?**

Although Transocean's board of directors has approved the terms of the Offer included in the Indenture, the board has not made any recommendation as to whether you should surrender your Debentures for purchase. You must make your own decision whether to surrender your Debentures for purchase and, if so, the number of Debentures to surrender.

- **When does the Offer expire?**

The Offer expires at 5:00 p.m., New York City time, on May 15, 2006. Transocean does not plan to extend the period you have to accept the Offer unless required to do so by Federal securities laws.

- **What are the conditions to Transocean's purchase of the Debentures?**

Provided that Transocean's purchase of validly surrendered Debentures is not unlawful, that purchase will not be subject to any other conditions.

- **How do I surrender my Debentures?**

To surrender your Debentures for purchase pursuant to the Offer, you must deliver the required documents to The Bank of New York Trust Company, N.A., as Paying Agent, no later than 5:00 p.m., New York City time, on May 15, 2006.

HOLDERS THAT SURRENDER THROUGH DTC NEED NOT SUBMIT A PHYSICAL REPURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.

- o A holder whose Debentures are held in certificated form must properly complete and execute the Repurchase Notice, and deliver the notice to the Paying Agent, with any other required documents and the certificates representing the Debentures to be surrendered for purchase.
- o A holder whose Debentures are held by a broker, dealer, commercial bank, trust company or other nominee must contact that nominee if that holder desires to surrender its Debentures and instruct that nominee to surrender the Debentures on the holder's behalf.
- o A holder who is a DTC participant should surrender their Debentures electronically through DTC's Automated Tenders over the Participant Terminal System ("PTS"), subject to the terms and procedures of that system.

- **If I surrender, when will I receive payment for my Debentures?**

Transocean will accept for payment all validly surrendered Debentures immediately upon expiration of the Offer. Transocean will forward to the Paying Agent, before 11:00 a.m., New York City time, on May 16, 2006, the appropriate amount of cash required to pay the total Repurchase Price for the validly surrendered Debentures, and the Paying Agent will promptly distribute the cash to the holders.

- **Until what time can I withdraw previously surrendered Debentures?**

You can withdraw Debentures previously surrendered for purchase at any time before 5:00 p.m., New York City time, on May 15, 2006.

- **How do I withdraw previously surrendered Debentures?**

To withdraw previously surrendered Debentures, you must deliver an executed written notice of withdrawal substantially in the form attached, or a facsimile of one, to the Paying Agent before 5:00 p.m., New York City time, on May 15, 2006.

HOLDERS THAT WITHDRAW THROUGH DTC NEED NOT SUBMIT A PHYSICAL NOTICE OF WITHDRAWAL TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE WITHDRAWAL PROCEDURES OF DTC.

- **Do I need to do anything if I do not wish to surrender my Debentures for purchase?**

No. If you do not deliver a properly completed and duly executed Repurchase Notice to the Paying Agent or surrender your Debentures electronically through DTC's Automated Tenders over the PTS before the expiration of the Offer, Transocean will not purchase your Debentures and your Debentures will remain outstanding subject to their existing terms.

- **If I choose to surrender my Debentures for purchase, do I have to surrender all of my Debentures?**

No. You may surrender all of your Debentures, a portion of your Debentures or none of your Debentures for purchase. If you wish to surrender a portion of your Debentures for purchase, however, you must surrender your Debentures in a principal amount of \$1,000 or an integral multiple of \$1,000.

- **If I do not surrender my Debentures for purchase, will I continue to be able to exercise my conversion rights?**

Yes. If you do not surrender your Debentures for purchase, your conversion rights will not be affected. You will continue to have the right to convert each \$1,000 principal amount of a Debenture into 13.8627 Ordinary Shares, subject to the terms, conditions and adjustments specified in the Indenture.

- **If I am a U.S. resident for U.S. federal income tax purposes, will I have to pay taxes if I surrender my Debentures for purchase in the Offer?**

The receipt of cash in exchange for Debentures pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes. You should consult with your own tax advisor regarding the actual tax consequences to you.

- **Who is the Paying Agent?**

The Bank of New York Trust Company, N.A., the trustee for the Debentures, is serving as Paying Agent in connection with the Offer. Its address and telephone number are set forth on the front cover page of this Company Notice.

- **Who can I talk to if I have questions about the Offer?**

Questions and requests for assistance in connection with the surrender of Debentures for purchase pursuant to the Offer may be directed to Diane Amoroso at The Bank of New York Trust Company, N.A. at (212) 815-6331.

IMPORTANT INFORMATION CONCERNING THE OFFER

1. Information Concerning Transocean.

Transocean Inc., a Cayman Islands exempted company, is offering to purchase its 1.5% Convertible Debentures due May 15, 2021. The Debentures are convertible into ordinary shares, par value \$.01 per share, of Transocean (the "Ordinary Shares"), subject to the terms, conditions and adjustments specified in the Indenture and the Debentures.

Transocean is a leading international provider of offshore contract drilling services for oil and gas wells. As of March 2, 2006, Transocean owned, had partial ownership interests in or operated 89 mobile offshore and barge drilling units. As of this date, Transocean's fleet included 32 High Specification semisubmersibles and drillships, 23 Other Floaters, 25 Jackup Rigs and 9 Other Rigs.

Transocean's mobile offshore drilling fleet is considered one of the most modern and versatile fleets in the world. Transocean's primary business is to contract these drilling rigs, related equipment and work crews primarily on a dayrate basis to drill oil and gas wells. Transocean specializes in technically demanding sectors of the offshore drilling business with a particular focus on deepwater and harsh environment drilling services. Transocean also provides additional services, including integrated services. The Ordinary Shares are listed on the New York Stock Exchange under the symbol "RIG."

Transocean's principal executive offices are located at 4 Greenway Plaza, Houston, Texas 77046. Transocean's telephone number at these offices is (713) 232-7500.

2. Information Concerning the Debentures.

Transocean issued the Debentures under an Indenture dated as of April 15, 1997 between Transocean and The Bank of New York Trust Company, N.A. (as successor trustee to Chase Bank of Texas, National Association), as trustee, as amended and supplemented by the First Supplemental Indenture thereto dated as of April 15, 1997, the Second Supplemental Indenture thereto dated as of May 14, 1999, the Third Supplemental Indenture thereto dated as of May 24, 2000 and the Fourth Supplemental Indenture thereto dated May 11, 2001. The description of the Debentures and the indenture set forth under the caption "Description of Ordinary Shares" in Transocean's prospectus supplement dated May 9, 2001 to the prospectus dated April 12, 2001 and under the caption "Description of Debt Securities" in that prospectus is incorporated herein by reference.

2.1. Transocean's Obligation to Purchase the Debentures

Under the Indenture, Transocean is obligated to purchase on May 15, 2006 (the "Repurchase Date") all Debentures validly surrendered for purchase and not withdrawn, at the holder's option, prior to the expiration of the Offer.

This Offer will expire at 5:00 p.m., New York City time, on May 15, 2006. Transocean does not plan to extend the period holders of Debentures have to accept the Offer unless required to do so by Federal securities law. If holders do not validly surrender their Debentures before the expiration of the Offer, their Debentures will remain outstanding subject to the existing terms of the Debentures.

The purchase by Transocean of validly surrendered Debentures is not subject to any conditions other than the purchase being lawful.

If any Debentures remain outstanding following expiration of the Offer, Transocean will become obligated to purchase the Debentures, at the option of the holders, in whole or in part, on May 15, 2011 and 2016 at a purchase price of \$1,000 per \$1,000 principal amount plus accrued and unpaid interest up to but not including the business day immediately following the Repurchase Date. Transocean will have the option to pay the purchase price in cash, stock or a combination thereof.

2.2. Repurchase Price.

Under the Indenture and the Debentures, the Repurchase Price that will be paid for the Debentures on the Repurchase Date is \$1,000 per \$1,000 principal amount of the Debentures. The Repurchase Price will be paid in cash with respect to any and all Debentures validly surrendered for purchase and not withdrawn by the expiration of the Offer. Debentures surrendered for purchase will be accepted only in principal amounts equal to \$1,000 or integral multiples thereof.

The Repurchase Price is based solely on the requirements of the Indenture and the Debentures and bears no relationship to the market price of the Debentures or of the Ordinary Shares. Accordingly, the Repurchase Price may be significantly higher or lower than the current market price of the Debentures. Holders of Debentures are urged to obtain the best available information as to potential current market prices of the Debentures, to the extent available, and the Ordinary Shares before making a decision whether to surrender their Debentures for purchase.

None of Transocean or its board of directors or employees are making any recommendation to holders as to whether to surrender or refrain from surrendering Debentures for purchase pursuant to this Company Notice. Each holder must make his or her own decision whether to surrender his or her Debentures for purchase and, if so, the principal amount of Debentures to surrender based on that holder's assessment of current market value of the Debentures and the Ordinary Shares and other relevant factors.

2.3. Conversion Rights of Debentures.

The Debentures are convertible into 13.8627 Ordinary Shares per \$1,000 principal amount of the Debentures, subject to the terms, conditions and adjustments specified in the Indenture and in the Debentures. The Paying Agent is currently acting as Conversion Agent for the Debentures.

Holders that do not surrender their Debentures for purchase pursuant to the Offer will maintain the right to convert their Debentures into Ordinary Shares, subject to the terms, conditions and adjustments specified in the Indenture and in the Debentures. Any Debenture as to which a Repurchase Notice has been given may be converted in accordance with the terms of the Indenture only if the applicable Repurchase Notice has been validly withdrawn before the expiration of the Offer, as described in Section 4 below.

2.4. Market for the Debentures and the Ordinary Shares.

There is no established reporting system or trading market for trading in the Debentures. To the extent that the Debentures are traded, prices of the Debentures may fluctuate widely depending on trading volume, the balance between buy and sell orders, prevailing interest rates, the operating results of Transocean and the market for similar securities. The Debentures are held through DTC, and Cede & Co., as nominee of DTC, is the sole record holder of the Debentures.

Each Debenture is convertible at any time, at the option of the holder, into Ordinary Shares at a conversion rate of 13.8627 Ordinary Shares per \$1,000 principal amount. This conversion rate is subject to adjustment in certain events. The Ordinary Shares are listed on the New York Stock Exchange under the symbol "RIG." The following table presents the range of high and low quarterly per share sales prices of the Ordinary Shares on the NYSE since January 1, 2004.

	Price	
	High	Low
2004		
First Quarter	\$31.94	\$23.10
Second Quarter	29.27	24.49
Third Quarter	36.24	25.94
Fourth Quarter	43.25	33.70
2005		
First Quarter	51.97	39.79
Second Quarter	58.19	43.16
Third Quarter	63.11	53.52
Fourth Quarter	70.93	52.34
2006		
First Quarter	83.93	70.20
Second Quarter (through April 13, 2006)	84.37	80.30

On April 13, 2006, the last reported sales price of the Ordinary Shares on the NYSE was \$82.70 per share. As of March 20, 2006, there were 326,411,524 shares outstanding. We urge you to obtain current market information for the Debentures, to the extent available, and the Ordinary Shares before making any decision to surrender your Debentures pursuant to the Offer.

2.5. Redemption.

On or after the tenth business day after the Repurchase Date, Transocean may redeem any Debentures that remain outstanding, in whole or in part, for cash at a price equal to the principal amount plus accrued and unpaid interest to the redemption date.

2.6. Change in Control.

A holder may require Transocean to repurchase for cash his or her Debentures if there is a Change in Control (as defined in the Indenture) at a purchase price equal to the principal amount plus accrued and unpaid interest up to but not including the Repurchase Date.

2.7. Ranking.

The Debentures are unsecured and unsubordinated obligations of Transocean. The Debentures rank equal in right of payment with all of Transocean's existing and future unsecured and unsubordinated indebtedness. The Debentures are effectively subordinated to all existing and future indebtedness and other liabilities of Transocean's subsidiaries.

3. Procedures to be Followed by Holders Electing to Surrender Debentures for Purchase.

Holders will not be entitled to receive the Repurchase Price for their Debentures unless they validly surrender and do not withdraw the Debentures before the expiration of the Offer. Only registered holders are authorized to surrender their Debentures for purchase. Holders may surrender some or all of their Debentures; however, any Debentures surrendered must be in \$1,000 principal amount or an integral multiple thereof.

If holders do not validly surrender their Debentures before the expiration of the Offer, their Debentures will remain outstanding subject to the terms of the Debentures.

3.1. Method of Delivery.

The method of delivery of Debentures, the related Repurchase Notice and all other required documents, including delivery through DTC and acceptance through DTC's Participant Terminal System ("PTS"), is at the election and risk of the person surrendering such Debentures and delivering such Repurchase Notice and, except as expressly otherwise provided in the Repurchase Notice, delivery will be deemed made only when actually received by the Paying Agent. The date of any postmark or other indication of when a Debenture or the Repurchase Notice was sent will not be taken into account in determining whether such materials were timely received. If delivery is by mail, it is suggested that holders use properly insured, registered mail with return receipt requested, and that holders mail the required documents sufficiently in advance of May 15, 2006 to permit delivery to the Paying Agent before the expiration of the Offer.

3.2. Repurchase Notice.

The Indenture requires that the Repurchase Notice contain:

- the certificate number of the Debentures being delivered for repurchase or if any of the Debentures is in the form of a Global Security (as defined in the Indenture), then a statement that a beneficial owner of a Debenture shall comply with the procedures of DTC applicable to repurchase of a Global Security;
- the portion of the principal amount of the Debentures to be repurchased, which portion must be in principal amounts of \$1,000 or an integral multiple thereof; and
- a statement that such Debentures are to be repurchased as of May 15, 2006 pursuant to the terms and conditions specified in the Indenture and in the Debentures under the heading "Repurchase by the Company at the Option of the Holder."

3.3. Delivery of Debentures.

Debentures in Certificated Form. To receive the Repurchase Price, holders of Debentures in certificated form must deliver to the Paying Agent the Debentures to be surrendered for purchase and the accompanying Repurchase Notice, or a copy thereof, before the expiration of the Offer.

Debentures Held Through a Custodian. A holder whose Debentures are held by a broker, dealer, commercial bank, trust company or other nominee must contact such nominee if such holder desires to surrender his or her Debentures and instruct such nominee to surrender the Debentures for purchase on the holder's behalf.

Debentures in Global Form. A holder who is a DTC participant may elect to surrender to Transocean his or her beneficial interest in the Debentures by:

- delivering to the Paying Agent's account at DTC through DTC's book entry system his or her beneficial interest in the Debentures before the expiration of the Offer; and
- electronically transmitting his or her acceptance through DTC's PTS, subject to the terms and procedures of that system.

In surrendering through PTS, the electronic instructions sent to DTC by the holder, and transmitted by DTC to the Paying Agent, will acknowledge, on behalf of DTC and the holder, receipt by the holder of and agreement to be bound by the Repurchase Notice.

Debentures and the Repurchase Notice must be delivered to the Paying Agent to collect payment. Delivery of documents to DTC or Transocean does not constitute delivery to the Paying Agent.

HOLDERS THAT SURRENDER THROUGH DTC NEED NOT SUBMIT A PHYSICAL REPURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH DTC'S TRANSMITTAL PROCEDURES.

4. Right of Withdrawal.

Debentures surrendered for purchase may be withdrawn at any time before the expiration of the Offer. In order to withdraw Debentures, holders must either comply with DTC's withdrawal procedures or deliver to the Paying Agent written notice specifying:

- the certificate number of the Debenture with respect to which such notice of withdrawal is being submitted or if any of the Debentures is in the form of a Global Security, then a beneficial owner of a Debenture shall comply with the procedures of DTC applicable to withdrawal of a Repurchase Notice;
- the principal amount of the Debenture with respect to which such notice of withdrawal is being submitted; and
- the principal amount, if any, of such Debenture that remains subject to the original Repurchase Notice and that has been or will be delivered for purchase by Transocean.

The signature on the notice of withdrawal must be guaranteed by an Eligible Guarantor Institution (as defined in Rule 17Ad 15 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act")) unless such Debentures have been surrendered for purchase for the account of an Eligible Guarantor Institution. Any properly withdrawn Debentures will be deemed not validly surrendered for purposes of the Offer. Debentures withdrawn from the Offer may be resubmitted by following the surrender procedures described above.

HOLDERS THAT WITHDRAW THROUGH DTC NEED NOT SUBMIT A PHYSICAL NOTICE OF WITHDRAWAL TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH DTC'S WITHDRAWAL PROCEDURES.

5. Payment for Surrendered Debentures.

Transocean will forward to the Paying Agent, before 11:00 a.m., New York City time, on May 16, 2006, the appropriate amount of cash required to pay the total Repurchase Price for the Debentures validly surrendered for purchase and not withdrawn, and the Paying Agent will promptly distribute the cash to the holders. Each holder of a beneficial interest in the Debentures that has properly delivered such beneficial interest for purchase by Transocean through DTC and not validly withdrawn such delivery before the expiration of the Offer will receive the Repurchase Price promptly after such distribution.

The total amount of funds required by Transocean to purchase all of the Debentures is approximately \$400,000,000 million (assuming all of the Debentures are validly surrendered for purchase and accepted for payment). In the event any Debentures are surrendered and accepted for payment, Transocean intends to use available cash of it and its affiliates to pay

the Repurchase Price. If a sufficient amount of cash is not available, Transocean intends to use borrowings under its revolving credit facility to pay the remainder of the Repurchase Price.

6. Debentures Acquired.

Any Debentures that are purchased by Transocean pursuant to the Offer will be canceled by the Trustee, pursuant to the terms of the Indenture.

7. Plans or Proposals of Transocean.

Except as described in this document, there presently are no plans that relate to or would result in:

(1) any extraordinary transaction, such as a merger, reorganization or liquidation, involving Transocean or any of its subsidiaries;

(2) any repurchase, sale or transfer of a material amount of assets of Transocean or any of its subsidiaries;

(3) any material change in the present dividend rate or policy, or indebtedness or capitalization of Transocean;

(4) any change in the present board of directors or management of Transocean, including, but not limited to, any plans or proposals to change the number or the term of directors or to fill any existing vacancies on the board or to change any material term of the employment contract of any executive officer, except that one of Transocean's directors, Richard A. Pattarozzi, is not standing for reelection at the 2006 annual meeting;

(5) any other material change in Transocean's corporate structure or business;

(6) any class of equity security of Transocean to be delisted from a national securities exchange or cease to be authorized to be quoted in an automated quotation system operated by a national securities association;

(7) any class of equity security of Transocean becoming eligible for termination of registration under Section 12(g)(4) of the Securities Exchange Act of 1934;

(8) the suspension of Transocean's obligation to file reports under Section 15(d) of the Exchange Act;

(9) the acquisition by any person of additional securities of Transocean, or the disposition of securities of Transocean; or

(10) any changes in Transocean's memorandum and articles of association or other governing instruments or other actions that could impede the acquisition of control of Transocean.

8. Interests of Directors, Executive Officers and Affiliates of Transocean in the Debentures.

To the knowledge of Transocean:

- none of Transocean or its executive officers, directors, subsidiaries or other affiliates has any beneficial interest in the Debentures;
- none of the officers or directors of the subsidiaries of Transocean has any beneficial interest in the Debentures;
- Transocean will not purchase any Debentures from such persons; and
- during the 60 days preceding the Repurchase Date, neither Transocean nor, to its knowledge, any of its executive officers, directors or affiliates have engaged in any transactions in the Debentures.

A list of the directors and executive officers of Transocean is attached to this Company Notice as Annex A.

Except as described below, neither Transocean nor, to its knowledge, any of its affiliates, directors or executive officers is a party to any contract, arrangement, understanding or agreement with any other person relating, directly or indirectly, to the Offer or with respect to any of the securities of Transocean including, but not limited to, any contract, arrangement, understanding or agreement concerning the transfer or the voting of the securities, joint ventures, loan or option arrangement, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies, consents or authorizations.

In October 2005, Transocean's board of directors authorized the repurchase of up to \$2 billion of Ordinary Shares. The Ordinary Shares may be repurchased from time to time in open market or private transactions. Decisions to repurchase shares will be based upon Transocean's ongoing capital requirements, the price of the Ordinary Shares, regulatory considerations, cash flow generation, general market conditions and other factors. Transocean plans to fund the program from current and future cash balances, but it could use debt to fund share repurchases. The repurchase program does not have an established expiration date and may be suspended or discontinued at any time. There can be no assurance regarding the number of shares that will be repurchased under the program. Under the program, repurchased shares are retired and returned to unissued status. At April 1, 2006, after prior purchases, Transocean still had authority to repurchase \$1.4 billion of our ordinary shares under the program.

Certain directors and executive officers of Transocean and its affiliates are parties to ordinary course stock option plans and arrangements involving Ordinary Shares, as disclosed by Transocean before the date of this Company Notice.

9. Purchases of Debentures by Transocean and its Affiliates.

Each of Transocean and its affiliates, including its executive officers and directors, are prohibited under applicable federal securities laws from purchasing Debentures (or the right to purchase Debentures) other than through the Offer until at least the tenth business day after the Repurchase Date. Following that time, if any Debentures remain outstanding, Transocean and its affiliates may purchase Debentures in the open market, in private transactions, through a subsequent tender offer or otherwise, any of which may be consummated at purchase prices higher or lower than the Repurchase Price to be paid pursuant to the Offer. Any decision to purchase Debentures after the Offer, if any, will depend upon many factors, including the market price of the Debentures, the amount of Debentures surrendered for purchase pursuant to the Offer, the market price of the Ordinary Shares, the business and financial position of Transocean and general economic and market conditions.

On or after the tenth business day after the Repurchase Date, Transocean may redeem any Debentures that remain outstanding, in whole or in part, for cash at a price equal to the principal amount plus accrued and unpaid interest to the redemption date.

10. Material United States Tax Consequences.

The following discussion, which is for general information only, is a summary of the material U.S. federal income tax considerations relating to the surrender of Debentures for purchase pursuant to the Offer. This discussion does not purport to be a complete analysis of all potential tax effects of the Offer. This summary is based upon laws, regulations, rulings and decisions currently in effect, all of which are subject to change or differing interpretations at any time, possibly with retroactive effect. Moreover, this summary applies only to holders who hold Debentures as "capital assets" within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"), and does not purport to deal with persons in special tax situations, such as financial institutions, insurance companies, regulated investment companies, tax exempt investors, dealers in securities and currencies, U.S. expatriates or former long term residents, persons holding Debentures as a position in a "straddle," "hedge," "conversion" or other integrated transaction for tax purposes, persons who own, directly or indirectly, 10% or more of our voting power, U.S. Holders (as defined below) whose functional currency is not the U.S. dollar, and partnerships. The tax treatment of a partnership that holds Debentures will generally depend on the status of the partners and the activities of the partnership. Holders that are partnerships should consult their own tax advisors about the U.S. federal income tax consequences of surrendering Debentures pursuant to the Offer. Further, this discussion does not address the consequences under U.S. federal estate or gift tax laws or the laws of any U.S. state or locality or any foreign jurisdiction.

For purposes of this discussion, a “U.S. Holder” means a beneficial owner of Debentures that is, for U.S. federal income tax purposes: a citizen or resident of the United States; a corporation (or other entity that has elected to be treated as a corporation) created or organized in or under the laws of the United States or any political subdivision thereof; an estate the income of which is subject to U.S. federal income tax regardless of its source; a trust if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions; and certain electing trusts that were in existence and treated as U.S. trusts on August 20, 1996. As used herein, the term “non U.S. Holder” means a beneficial owner of Debentures, other than a partnership, that is not a U.S. Holder as defined above.

Sale of Debentures Pursuant to the Offer. A U.S. Holder who receives cash in exchange for Debentures pursuant to the Offer will recognize taxable gain or loss equal to the difference between (a) the amount of cash received and (b) the U.S. Holder’s adjusted tax basis in the Debentures surrendered. A U.S. Holder’s adjusted tax basis in the Debentures will generally equal the U.S. Holder’s cost of the Debentures increased by market discount that was previously included in income, or will be included in income this year, by such U.S. Holder and reduced by the amount of any bond premium previously amortized by the U.S. Holder with respect to such Debentures. Subject to the market discount rules discussed below, such gain or loss generally will be capital gain or loss, and will be long term capital gain or loss if the U.S. Holder held the Debentures for more than one year. The deductibility of capital losses is subject to limitations. Payments for accrued interest not previously included in income will be treated as ordinary interest income.

A U.S. Holder who acquired Debentures at a market discount generally will be required to treat any gain recognized upon the purchase of its Debentures pursuant to the Offer as ordinary income rather than capital gain to the extent of the accrued market discount, unless the U.S. holder elected to include market discount in income as it accrued. Subject to a de minimis exception, “market discount” equals the excess of the stated redemption price at a maturity of the Debentures over the U.S. Holder’s initial tax basis in the Debentures.

A non U.S. Holder who receives cash in exchange for Debentures pursuant to the Offer generally will not be subject to U.S. federal income tax on any gain recognized, unless

- the gain is effectively connected with the conduct by such non U.S. Holder of a trade or business in the United States and, in the case of certain treaty residents, is attributable to a permanent establishment or a fixed base in the United States, or
- such non U.S. Holder is an individual who is present in the U.S. for 183 days or more in the taxable year of disposition and certain other conditions are met.

As long as Transocean is not engaged in the conduct of any trade or business in the United States, payments to a non U.S. Holder of accrued interest not previously included in income will not be subject to U.S. federal withholding tax. Even if Transocean were engaged in the conduct of a trade or business in the U.S., these payments would not be subject to U.S. federal withholding tax, provided that:

- the non U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of Transocean’s shares,
- the non U.S. Holder is not a controlled foreign corporation that is related to Transocean within the meaning of the Code, and
- the U.S. payor does not have actual knowledge or reason to know that the holder is a “United States person” (as defined in section 7701(a)(30) of the Code) and either (1) the beneficial owner of the Debenture certifies to the applicable payor or its agent, under penalties of perjury, that it is not a United States person and provides its name and address on Internal Revenue Service Form W 8BEN (or a suitable substitute form), or (2) a securities clearing organization, bank or other financial institution, that holds customers’ securities in the ordinary course of its trade or business (a “financial institution”) and holds the Debenture, certifies under penalties of perjury that a Form W 8BEN (or a suitable substitute form) has been received from the beneficial owner by it or by a financial institution between it and the beneficial owner and furnishes the payor with a copy of the form or the U.S. payor otherwise possesses documentation upon

which it may rely to treat the payment as made to a person other than a United States person in accordance with U.S. Treasury regulations.

Notwithstanding the above, special rules apply to a non U.S. Holder with respect to interest and gain on the Debentures if such interest or gain is effectively connected with the conduct of a trade or business in the United States by the non U.S. Holder.

Backup Withholding. Under the backup withholding provisions of the Code, a U.S. Holder who surrenders Debentures for purchase will generally be subject to backup withholding at the rate of 28% of any gross payment if such holder fails to provide a certified Taxpayer Identification Number (Employer Identification Number or Social Security Number). A U.S. Holder who provides a certified Taxpayer Identification Number may nevertheless be subject to backup withholding on the portion of the payment representing accrued interest, if Transocean has been notified by the Internal Revenue Service that such U.S. Holder is currently subject to backup withholding as a result of a failure to report all interest or dividends or if such U.S. Holder fails to certify to Transocean that such U.S. Holder has not been so notified. U.S. Holders electing to surrender Debentures should complete a Substitute Form W 9 and attach it to the Debentures being surrendered. If you are a U.S. Holder exempt from backup withholding under the Code, please provide your Taxpayer Identification Number and so indicate on the Substitute Form W 9.

If a non U.S. Holder holds Debentures through the non U.S. office of a non U.S. related broker or financial institution, backup withholding and information reporting generally will not be required. Information reporting, and possibly backup withholding, may apply if the Debentures are held by a non U.S. Holder through a U.S. broker or financial institution or the U.S. office of a non U.S. broker or financial institution and the non U.S. Holder fails to provide appropriate information (on Internal Revenue Service Form W 8BEN or other applicable form). Non U.S. Holders should consult their tax advisors with respect to the application of U.S. information reporting and backup withholding rules to the disposition of Debentures pursuant to the Offer.

All descriptions of tax considerations are for Holders' guidance only and are not tax advice. Transocean recommends that Holders consult with their tax and financial advisors with respect to the tax consequences of surrendering Debentures for repurchase, including the applicability and effect of state, local and non U.S. tax laws, before surrendering their Debentures for repurchase.

These descriptions are not intended or written to be used, and cannot be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer and were written to support the surrendering of Debentures for repurchase.

11. Additional Information.

Transocean is subject to the reporting and other informational requirements of the Exchange Act and, in accordance therewith, files annual, quarterly and special reports, proxy statements and other information with the SEC. You can read and copy any materials Transocean files with the SEC at the SEC's public reference room at 100 F Street, NE, Washington, D.C. 20549. You can obtain information about the operation of the SEC's public reference room by calling the SEC at 1 800 SEC 0330. The SEC also maintains a website (<http://www.sec.gov>) that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. You can obtain information about Transocean at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

Transocean has filed with the SEC a Tender Offer Statement on Schedule TO under Section 13(e)(4) of the Exchange Act and Rule 13e 4 of the SEC, furnishing certain information with respect to the Offer. The Tender Offer Statement on Schedule TO, together with any exhibits and any amendments thereto, may be examined and copies may be obtained at the same places and in the same manner as described above.

The documents listed below (as such documents may be amended from time to time) contain important information about Transocean and its financial condition:

- Transocean's Annual Report on Form 10 K for the year ended December 31, 2005;

- All other reports filed by Transocean with the SEC under Section 13(a) or 15(d) of the Exchange Act since the end of the year covered by the Form 10 K mentioned above;
- All documents filed by Transocean with the SEC under Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the date of the Schedule TO and before the expiration of the Offer; and
- The description of the Ordinary Shares under the caption “Description of Ordinary Shares” in Transocean’s prospectus supplement dated May 9, 2001 to the prospectus dated April 12, 2001 and under the caption “Description of Debt Securities” in that prospectus, as thereafter amended from time to time for the purpose of updating, changing or modifying such description.

In the event of conflicting information in these documents, the information in the latest filed documents should be considered correct. You should not assume that the information in this Company Notice or any of the other documents referred to herein is accurate as of any date other than the date of the applicable document.

12. No Solicitation.

There are no persons directly or indirectly employed, retained or to be compensated to make solicitations or recommendations in connection with the Offer. The Bank of New York Trust Company, N.A., however, is the trustee under the Indenture and will be communicating with and providing notices to holders of the Debentures as required by the Indenture.

13. Definitions.

All capitalized terms used but not specifically defined herein shall have the meanings given to those terms in the Indenture and the Debentures.

14. Conflicts.

In the event of any conflict between this Company Notice and the accompanying Repurchase Notice, on the one hand, and the terms of the Indenture and the Debentures or any applicable laws, on the other hand, the terms of the Indenture or the Debentures or applicable laws, as the case may be, will control.

None of Transocean or its board of directors or employees are making any recommendation to any holder as to whether to surrender or refrain from surrendering Debentures for purchase pursuant to this Company Notice. Each holder must make his or her own decision whether to surrender his or her Debentures for purchase and, if so, the principal amount of Debentures to surrender based on their own assessment of current market value and other relevant factors.

TRANSOCEAN INC.

April 17, 2006

ANNEX A
BOARD OF DIRECTORS AND EXECUTIVE OFFICERS

The following table presents the name and title of each of Transocean's executive officers and directors as of April 12, 2006. The address of each such person is c/o Transocean Inc., 4 Greenway Plaza, Houston, Texas 77046.

<u>Name</u>	<u>Title</u>
J. Michael Talbert	Chairman of the Board
Robert L. Long	Chief Executive Officer, President and Director
Jean P. Cahuzac	Executive Vice President and Chief Operating Officer
Eric B. Brown	Senior Vice President, General Counsel and Corporate Secretary
Gregory L. Cauthen	Senior Vice President and Chief Financial Officer
Steven L. Newman	Senior Vice President, Human Resources, Information Process Solutions and Treasury
David A. Tonnel	Vice President and Controller
Victor E. Grijalva	Director
Judy J. Kelly	Director
Arthur Lindenauer	Director
Martin B. McNamara	Director
Roberto Monti	Director
Richard A. Pattarozzi*	Director
Kristian Siem	Director
Robert M. Sprague	Director
Ian C. Strachan	Director

*Mr. Pattarozzi has informed Transocean that he intends to resign from the Board of Directors as of May 11, 2006.

REPURCHASE NOTICE

To Surrender

1.5% CONVERTIBLE DEBENTURES DUE MAY 15, 2021

issued by

TRANSOCEAN INC.

CUSIP No. 893830 AD1

Pursuant to the Company Notice given by

Transocean Inc.

Dated April 17, 2006

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE COMPANY NOTICE, THE RIGHT OF HOLDERS TO SURRENDER DEBENTURES FOR PURCHASE IN THE OFFER EXPIRES AT 5:00 P.M., NEW YORK CITY TIME, ON MONDAY, MAY 15, 2006 (THE "REPURCHASE DATE"). DEBENTURES SURRENDERED FOR PURCHASE MAY BE WITHDRAWN BEFORE 5:00 P.M., NEW YORK CITY TIME, ON THE REPURCHASE DATE.

HOLDERS THAT SURRENDER THROUGH THE DEPOSITORY TRUST COMPANY ("DTC") NEED NOT SUBMIT A PHYSICAL REPURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.

The Paying Agent is:

The Bank of New York Trust Company, N.A.

*By Regular, Registered or Certified
Mail or Overnight Courier:*

101 Barclay Street, 7 East
New York, New York 10286

By Facsimile:

(212) 298-1915

For Information:

Diane Amoroso
(212) 815-6331

DELIVERY OF THIS REPURCHASE NOTICE TO AN ADDRESS, OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE, OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE VALID DELIVERY.

THE INSTRUCTIONS CONTAINED HEREIN AND IN THE COMPANY NOTICE (AS DEFINED BELOW) SHOULD BE READ CAREFULLY BEFORE THIS REPURCHASE NOTICE IS COMPLETED.

By execution hereof, the undersigned acknowledges receipt of the Company Notice dated April 17, 2006 (the "Company Notice") of Transocean Inc., a Cayman Islands exempted company ("Transocean"), this Repurchase Notice and instructions hereto (the "Repurchase Notice") and related offer materials, all of which relate to the offer to purchase by Transocean, at the option of the holder thereof, all outstanding 1.5% Convertible Debentures due May 15, 2021 of Transocean (the "Debentures"), pursuant to the terms and the conditions of the Indenture dated as of April 15, 1997 between Transocean and The Bank of New York Trust Company, N.A. (as successor trustee to Chase Bank of Texas, National Association), as trustee, as amended and supplemented by the First Supplemental Indenture thereto dated as of April 15, 1997, the Second Supplemental Indenture thereto dated as of May 14, 1999, the Third Supplemental Indenture thereto dated as of May 24, 2000 and the Fourth Supplemental Indenture thereto dated May 11, 2001, the paragraph "Repurchase by the Company at the Option of the Holder" in the Debentures, the Company Notice and related offer materials (the "Offer").

HOLDERS WHO WISH TO BE ELIGIBLE TO RECEIVE PAYMENT FOR THE DEBENTURES SURRENDERED FOR PURCHASE IN THE OFFER PURSUANT TO THE COMPANY NOTICE MUST VALIDLY SURRENDER (AND NOT WITHDRAW) THEIR DEBENTURES TO THE PAYING AGENT BEFORE 5:00 P.M., NEW YORK CITY TIME, ON THE REPURCHASE DATE.

This Repurchase Notice is to be used by holders of the Debentures if certificates representing Debentures are to be physically delivered to the Paying Agent herewith by holders of Debentures. This Repurchase Notice is also being supplied for informational purposes only to persons who hold Debentures in book-entry form through the facilities of The Depository Trust Company ("DTC"). Surrender of Debentures held through DTC must be made pursuant to the procedures described under "Procedures to be Followed by Holders Electing to Surrender Debentures for Purchase — Delivery of Debentures — Debentures in Global Form" in the Company Notice.

In order to properly complete this Repurchase Notice, a holder of Debentures must (1) complete the box entitled "Description of Debentures Being Surrendered;" (2) if appropriate, check and complete the boxes relating to Special Issuance or Payment Instructions and Special Delivery Instructions; (3) sign the Repurchase Notice; and (4) complete Substitute Form W-9 or other applicable form. Each holder of Debentures should carefully read the detailed Instructions contained herein before completing this Repurchase Notice.

The undersigned has completed, executed and delivered this Repurchase Notice to indicate the action the undersigned desires to take with respect to the surrendering of Debentures for purchase pursuant to the Company Notice.

All capitalized terms used herein but not specifically defined herein shall have the meaning ascribed to them in the Company Notice, the Indenture and the Debentures.

Your bank or broker can assist you in completing this form. The instructions included with this Repurchase Notice must be followed. Questions and requests for assistance or for additional copies of the Company Notice and this Repurchase Notice may be directed to the Paying Agent. See Instruction 9 below.

Transocean is not aware of any jurisdiction where the delivery of the Company Notice would not be in compliance with applicable laws. If Transocean becomes aware of any jurisdiction where the delivery of the Company Notice would not be in compliance with such laws, Transocean will make a good faith effort to comply with any such laws or seek to have such laws declared inapplicable to the delivery of the Company Notice. If after such good faith effort, Transocean cannot comply with any such applicable laws, the Company Notice will not be delivered to, nor will surrenders be accepted from or on behalf of, the holders of Debentures residing in such jurisdiction.

List below the Debentures to which this Repurchase Notice relates. If the space provided below is inadequate, list the certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this Repurchase Notice. Surrenders of Debentures will be accepted only in principal amounts equal to \$1,000 or integral multiples thereof.

DESCRIPTION OF DEBENTURES BEING SURRENDERED

Name(s) and Address(es) (Please fill in, if blank) of Registered Holder(s)	Certificate Number	Aggregate Principal Amount Represented	Aggregate Principal Amount Surrendered for Purchase**

TOTAL PRINCIPAL AMOUNT OF DEBENTURES

- * Need not be completed by holders surrendering the Debentures by book-entry transfer (see below).
- ** Unless otherwise indicated in the column labeled "Aggregate Principal Amount Surrendered for Purchase" and subject to the terms and conditions of the Company Notice, a holder will be deemed to have surrendered the entire aggregate principal amount represented by the Debentures indicated in the column labeled "Aggregate Principal Amount Represented." See Instruction 2.

**HOLDERS WHO WISH TO SURRENDER THEIR DEBENTURES MUST
COMPLETE THIS REPURCHASE NOTICE IN ITS ENTIRETY.
NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY**

Ladies and Gentlemen:

By executing and delivering a Repurchase Notice, each signatory hereof (the “undersigned”) represents that the undersigned has received the Company Notice dated April 17, 2006 (the “Company Notice”), of Transocean Inc., a Cayman Islands exempted company (“Transocean”), which provides the notice to the holders required pursuant to (1) the Indenture dated as of April 15, 1997 between Transocean and The Bank of New York Trust Company, N.A. (as successor trustee to Chase Bank of Texas, National Association), as trustee, as amended and supplemented by the First Supplemental Indenture thereto dated as of April 15, 1997, the Second Supplemental Indenture thereto dated as of May 14, 1999, the Third Supplemental Indenture thereto dated as of May 24, 2000 and the Fourth Supplemental Indenture thereto dated May 11, 2001 (the “Indenture”), and (2) the 1.5% Convertible Debentures due May 15, 2021 of Transocean (the “Debentures”).

This Repurchase Notice relates to the offer to purchase by Transocean, at the option of the holders, for \$1,000 in cash plus accrued and unpaid interest up to but not including the business day immediately following the Repurchase Date per \$1,000 principal amount, the Debentures (the “Repurchase Price”), subject to the terms and conditions of the Indenture, the Debentures, the Company Notice and related offer materials, as amended and supplemented from time to time (the “Offer”).

Upon the terms and subject to the conditions set forth herein and in the Indenture and the Debentures, and effective upon the acceptance for payment thereof, the undersigned hereby:

- irrevocably sells, assigns and transfers to Transocean all right, title and interest in and to all the Debentures surrendered hereby,
- waives any and all rights with respect to the Debentures (including without limitation any existing or past defaults and their consequences in respect of the Note and the Indenture under which the Debentures were issued),
- releases and discharges Transocean and from any and all claims such holder may have now, or may have in the future arising out of, or related to, the Debentures including without limitation any claims that such holder is entitled to receive additional principal or interest payments with respect to the Debentures or to participate in any redemption or defeasance of the Debentures and
- irrevocably constitutes and appoints the Paying Agent as the true and lawful agent and attorney-in-fact of such holder with respect to any such surrendered Debentures, full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (a) deliver certificates representing such Debentures, or transfer ownership of such Debentures, on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to Transocean, (b) present such Debentures for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Debentures (except that the Paying Agent will have no rights to, or control over, funds from Transocean, except as agent for Transocean, for the Repurchase Price of any surrendered Debentures that are purchased by Transocean), all in accordance with the terms set forth in the Company Notice.

The undersigned hereby represents and warrants that the undersigned:

- owns the Debentures surrendered and is entitled to surrender such Debentures, and
-

- has full power and authority to surrender, sell, assign and transfer the Debentures surrendered hereby and that when such Debentures are accepted for purchase and payment by Transocean, Transocean will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right.

The undersigned agrees to all of the terms of the Company Notice and this Repurchase Notice. The undersigned will, upon request, execute and deliver any additional documents deemed by the Paying Agent or Transocean to be necessary or desirable to complete the sale, assignment and transfer of the Debentures surrendered hereby.

The undersigned understands that all Debentures properly surrendered for purchase and not withdrawn before 5:00 p.m., New York City time, on Monday, May 15, 2006 (the "Repurchase Date") will be purchased at the Repurchase Price, in cash, subject to the terms and conditions of the Indenture, the Debentures, the Company Notice and related offer materials, as amended and supplemented from time to time.

Payment for Debentures purchased pursuant to the Company Notice will be made by deposit of the Repurchase Price for such Debentures with the Paying Agent, which will act as agent for surrendering holders for the purpose of receiving payments from Transocean and transmitting such payments to the surrendering holders.

The undersigned understands that surrenders of Debentures may be withdrawn by written notice of withdrawal received by the Paying Agent at any time before 5:00 p.m., New York City time, on the Repurchase Date. See Instruction 1.

All authority conferred or agreed to be conferred by this Repurchase Notice shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Repurchase Notice shall be binding upon the undersigned's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

The undersigned understands that valid surrender of Debentures pursuant to any one of the procedures described under "Procedures to be Followed by Holders Electing to Surrender Debentures for Purchase" in the Company Notice and in the instructions hereto will constitute a binding agreement between the undersigned and Transocean upon the terms and subject to the conditions of the Company Notice, including the undersigned's waiver of any existing defaults and their consequences in respect of the Debentures and the Indenture (including, without limitation, a default in the payment of interest).

The undersigned understands that the delivery and surrender of the Debentures is not effective, and the risk of loss of the Debentures does not pass to the Paying Agent, until receipt by the Paying Agent of this Repurchase Notice, or a facsimile hereof, properly completed and duly executed, together with all accompanying evidences of authority and any other required documents in form satisfactory to Transocean. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any surrender of Debentures pursuant to the procedures described in the Company Notice and the form and validity (including time of receipt of notices of withdrawal) of all documents will be determined by Transocean, in its sole direction, which determination shall be final and binding on all parties.

Unless otherwise indicated herein under "Special Issuance or Payment Instructions," the undersigned hereby requests that any Debentures representing principal amounts not surrendered be issued in the name(s) of the undersigned, and checks constituting payments for Debentures purchased pursuant to the Company Notice be issued to the order of the undersigned. Similarly, unless otherwise indicated herein under "Special Delivery Instructions," the undersigned hereby requests that any Debentures representing principal amounts not surrendered and checks constituting payments for Debentures to be purchased pursuant to the Company Notice be delivered to the undersigned at the address(es) shown herein. In the event that the "Special Issuance or Payment Instructions" box or the "Special Delivery Instructions" box, or both, is completed, the undersigned hereby requests that any Debentures representing principal amounts not surrendered be issued in the name(s) of, certificates for such Debentures be delivered to, and checks constituting payments for Debentures purchased pursuant to the Company Notice be issued in the name(s) of, and be delivered to, the person(s) at the address(es) so indicated, as applicable. The undersigned recognizes that Transocean has no obligation pursuant to the "Special Issuance or Payment Instructions" box to

transfer any Debentures from the name of the registered holder(s) thereof if Transocean does not accept for purchase any of the principal amount of such Debentures so surrendered.

**PLEASE SIGN BELOW
(TO BE COMPLETED BY ALL SURRENDERING HOLDERS OF
DEBENTURES REGARDLESS OF WHETHER DEBENTURES
ARE BEING PHYSICALLY DELIVERED HEREWITH)**

This Repurchase Notice must be signed by the registered holder(s) of Debentures exactly as his or her (their) name(s) appear(s) on certificate(s) for Debentures or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Repurchase Notice. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her (their) full title below under "Capacity" and submit evidence satisfactory to Transocean of such person's authority to so act. See Instruction 3 below.

If the signature appearing below is not of the registered holder(s) of the Debentures, then the registered holder(s) must sign a valid power of attorney.

(Signature(s) of Holder(s) or Authorized Signatory)

Date: _____, 2006

Name(s): _____

(Please Print)

Capacity: _____

Address: _____

(Including Zip Code)

Area Code and Telephone No.: () _____

**PLEASE COMPLETE SUBSTITUTE FORM W-9
SIGNATURE GUARANTEE (IF REQUIRED—SEE INSTRUCTION 3)
Certain Signatures Must be Guaranteed by an Eligible Institution**

(Name of Eligible Institution Guaranteeing Signatures)

Address (including zip code) and Telephone Number (including area code) of Eligible Institution

(Authorized Signature)

(Printed Name)

(Title)

Date: _____, 2006

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THIS REPURCHASE NOTICE

1. PROCEDURES TO BE FOLLOWED BY HOLDERS ELECTING TO SURRENDER DEBENTURES FOR PURCHASE; WITHDRAWAL OF SURRENDERS.

To surrender the Debentures pursuant to the Company Notice, certificates representing such Debentures, together with a properly completed and duly executed copy (or facsimile) of this Repurchase Notice, and any other documents required by this Repurchase Notice must be received by the Paying Agent at the address set forth herein before the Repurchase Date. The method of delivery of this Repurchase Notice, certificates for Debentures and all other required documents to the Paying Agent is at the election and risk of holders. If such delivery is to be made by mail, it is suggested that holders use properly insured registered mail, return receipt requested, and that the mailing be made sufficiently in advance of the Repurchase Date to permit delivery to the Paying Agent before such date. Except as otherwise provided below, the delivery will be deemed made when actually received or confirmed by the Paying Agent. **THIS REPURCHASE NOTICE AND DEBENTURES SHOULD BE SENT ONLY TO THE PAYING AGENT, AND NOT TO TRANSOCEAN.**

This Repurchase Notice is also being supplied for informational purposes only to persons who hold Debentures in book-entry form through the facilities of DTC. Surrender of Debentures held through DTC must be made pursuant to the procedures described under “Procedures to be Followed by Holders Electing to Surrender Debentures for Purchase — Delivery of Debentures — Debentures in Global Form” in the Company Notice.

Except as provided herein for the book-entry, unless the Debentures being surrendered are deposited with the Paying Agent on the Repurchase Date (accompanied by the appropriate, properly completed and duly executed Repurchase Notice and any required signature guarantees and other documents required by this Repurchase Notice), Transocean may, in its sole discretion, reject such surrender. Payment for Debentures will be made only against deposit of surrendered Debentures.

By executing this Repurchase Notice (or a facsimile thereof), a surrendering holder waives any right to receive any notice of the acceptance for payment of surrendered Debentures.

For a full description of the procedures for surrendering Debentures, see “Procedures to be Followed by Holders Electing to Surrender Debentures for Purchase” in the Company Notice.

Surrenders of Debentures may be withdrawn at any time before 5:00 p.m., New York City time, on the Repurchase Date pursuant to the procedures described in the Company Notice.

2. PARTIAL SURRENDERS.

Surrenders of Debentures pursuant to the Company Notice will be accepted only in principal amounts equal to \$1,000 or integral multiples thereof. If less than the entire principal amount of any Debentures evidenced by a submitted certificate is surrendered, the surrendering holder must fill in the principal amount surrendered in the last column of the box entitled “Description of Debentures Being Surrendered” herein. The entire principal amount represented by the certificates for all Debentures delivered to the Paying Agent will be deemed to have been surrendered unless otherwise indicated. If the entire principal amount of all Debentures is not surrendered, certificates for the principal amount of Debentures not surrendered will be sent to the holder unless otherwise provided in the appropriate box on this Repurchase Notice (see Instruction 4), promptly after the Debentures are accepted for purchase.

3. SIGNATURES ON THIS REPURCHASE NOTICE, BOND POWERS AND ENDORSEMENT: GUARANTEE OF SIGNATURES.

If this Repurchase Notice is signed by the registered holder(s) of the Debentures surrendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

IF THIS REPURCHASE NOTICE IS EXECUTED BY A HOLDER OF DEBENTURES WHO IS NOT THE REGISTERED HOLDER, THEN THE REGISTERED HOLDER MUST SIGN A VALID POWER OF ATTORNEY, WITH THE SIGNATURE OF SUCH REGISTERED HOLDER GUARANTEED BY AN ELIGIBLE INSTITUTION.

If any of the Debentures surrendered hereby are owned of record by two or more joint owners, all such owners must sign this Repurchase Notice. If any surrendered Debentures are registered in different names on several certificates, it will be necessary to complete, sign and submit as many copies of this Repurchase Notice and any necessary accompanying documents as there are different names in which certificates are held.

If this Repurchase Notice is signed by the holder, and the certificates for any principal amount of Debentures not surrendered for purchase are to be issued (or if any principal amount of Debentures that is not surrendered for purchase is to be reissued or returned) to the holder, and checks constituting payments for Debentures to be purchased pursuant to the Company Notice are to be issued to the order of the holder, then the holder need not endorse any certificates for surrendered Debentures nor provide a separate bond power. In any other case (including if this Repurchase Notice is not signed by the holder), the holder must either properly endorse the certificates for Debentures surrendered or transmit a separate properly completed bond power with this Repurchase Notice (in either case, executed exactly as the name(s) of the registered holder(s) appear(s) on such Debentures), with the signature on the endorsement or bond power guaranteed by an Eligible Institution, unless such certificates or bond powers are executed by an Eligible Institution.

If this Repurchase Notice or any certificates representing Debentures or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Transocean of their authority so to act must be submitted with this Repurchase Notice.

Endorsements on certificates for Debentures and signatures on bond powers provided in accordance with this Instruction 3 by registered holders not executing this Repurchase Notice must be guaranteed by an Eligible Institution.

No signature guarantee is required if: (1) this Repurchase Notice is signed by the registered holder(s) of the Debentures surrendered herewith and the payments for the Debentures to be purchased are to be made, or any Debentures for principal amounts not surrendered for purchase are to be issued, directly to such registered holder(s) and neither the "Special Issuance or Payment Instructions" box nor the "Special Delivery Instructions" box of this Repurchase Notice has been completed; or (2) such Debentures are surrendered for the account of an Eligible Institution. In all other cases, all signatures on Letters of Transmittal accompanying Debentures must be guaranteed by an Eligible Institution.

4. SPECIAL ISSUANCE OR PAYMENT AND SPECIAL DELIVERY INSTRUCTIONS.

Surrendering holders should indicate in the applicable box or boxes the name and address to which certificates representing Debentures for principal amounts not surrendered or not accepted for purchase or checks constituting payments for Debentures purchased pursuant to the Company Notice are to be issued or sent, if different from the name and address of the holder signing this Repurchase Notice. In the case of issuance in a different name, the taxpayer identification or social security number of the person named must also be indicated. If no instructions are given, Debentures not surrendered or not accepted for purchase will be returned to the holder of the Debentures surrendered.

5. BACKUP WITHHOLDING; TAX IDENTIFICATION NUMBER; PURPOSE OF FORM W-9.

The Paying Agent must withhold 28% of any payments made to the surrendering holder or other payee, unless the payee establishes that the payment is not subject to backup withholding or that the payee is exempt from backup withholding. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service (the "IRS"),

provided that the required information is properly furnished to the IRS.

To establish that payments made to a surrendering U.S. Holder (as defined below) are not subject to backup withholding, such U.S. Holder generally may deliver to the Paying Agent the enclosed Substitute Form W-9, Request for Taxpayer Identification Number and Certification, providing such U.S. Holder's correct taxpayer identification number ("TIN") and certifying that:

- the TIN provided is correct (or that such U.S. Holder is awaiting a TIN);
- (1) the U.S. Holder is exempt from backup withholding, (2) the U.S. Holder has not been notified by the IRS that the U.S. Holder is subject to backup withholding as a result of a failure to report all interest or dividends, or (3) the IRS has notified the U.S. Holder that such holder is no longer subject to backup withholding; and
- such U.S. Holder is a "United States person" (as defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended).

The U.S. Holder is required to give the Paying Agent the TIN (e.g., social security number or employer identification number) of the registered holder of the Debentures. If the Debentures are held in more than one name or are held not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidance on which number to report.

For the purposes of these instructions, a "U.S. Holder" is a beneficial owner of the Debentures that is, for U.S. federal income tax purposes: (a) an individual who is a citizen or resident of the United States; (b) a corporation or partnership (or other business entity treated as a corporation or partnership) created or organized in or under the laws of the United States or any state thereof (including the District of Columbia); (c) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (d) a trust if a court within the United States can exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of that trust or a trust that was in existence on August 20, 1996 and validly elected to continue to be treated as a domestic trust.

Certain holders (including, among others, corporations and certain foreign persons) are not subject to these backup withholding requirements. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for a list of exempt U.S. Holders. To avoid possible erroneous backup withholding, exempt U.S. Holders, while not required to file Substitute Form W-9, should complete and return the Substitute Form W-9 and check the "Exempt from backup withholding" box on the form. Foreign holders may prevent backup withholding by (1) submitting a properly completed IRS Form W-8BEN to the Paying Agent and certifying under penalties of perjury to the holder's foreign status or (2) otherwise establishing an exemption. IRS Forms W-8BEN may be obtained from the Paying Agent.

If a tendering holder does not provide the Paying Agent with the correct TIN or an adequate basis for exemption, such holder may be subject to a \$50 penalty imposed by the IRS, and payments made with respect to the tendered Debentures may be subject to backup withholding.

See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional information and instructions.

This information is not intended or written to be used, and cannot be used by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer and was written to support the surrendering of Debentures for repurchase. Holders should consult with their tax and financial advisors with respect to the tax consequences of surrendering Debentures for repurchase.

6. TRANSFER TAXES.

Transocean will pay all transfer taxes, if any, payable on the purchase and transfer of Debentures purchased pursuant to the Company Notice, except in the case of deliveries of certificates for Debentures for principal amounts

not surrendered for payment that are to be registered or issued in the name of any person other than the holder of Debentures surrendered hereby, in which case the amount of any transfer taxes (whether imposed on the registered holder or such other person) payable on account of the transfer to such person will be deducted from the Repurchase Price unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer stamps to be affixed to the certificates listed in this Repurchase Notice.

7. IRREGULARITIES.

All questions as to the validity, form, eligibility (including the time of receipt) and acceptance for payment of any surrenders of Debentures pursuant to the procedures described in the Company Notice and the form and validity (including the time of receipt of notices of withdrawal) of all documents will be determined by Transocean, in its sole discretion, which determination shall be final and binding on all parties. Transocean reserves the absolute right to reject any or all surrenders determined by them not to be in proper form or the acceptance of or payment for which may be unlawful. Transocean also reserves the absolute right to waive any of the conditions of the Company Notice and any defect or irregularity in the surrender of any particular Debentures. Transocean's interpretations of the terms and conditions of the Company Notice (including without limitation the instructions in this Repurchase Notice) shall be final and binding. No alternative, conditional or contingent surrenders will be accepted. Unless waived, any irregularities in connection with surrenders must be cured within such time as Transocean shall determine. None of Transocean, the Paying Agent or any other person will be under any duty to give notification of any defects or irregularities in such surrenders or will incur any liability to holders for failure to give such notification. Surrenders of such Debentures shall not be deemed to have been made until such irregularities have been cured or waived. Any Debentures received by the Paying Agent that are not properly surrendered and as to which the irregularities have not been cured or waived will be returned by the Paying Agent to the surrendering holders, unless such holders have otherwise provided herein, as promptly as practical following the Repurchase Date.

8. MUTILATED, LOST, STOLEN OR DESTROYED CERTIFICATES FOR DEBENTURES.

Any holder of Debentures whose certificates for Debentures have been mutilated, lost, stolen or destroyed should contact the Paying Agent at the address indicated above for further instructions.

9. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES.

Questions relating to the procedure for surrendering Debentures and requests for assistance or additional copies of the Company Notice and this Repurchase Notice may be directed to, and additional information about the Company Notice may be obtained from the Paying Agent, whose address and telephone number appears on the cover page.

NOTICE OF WITHDRAWAL
OF SURRENDER OF
1.5% CONVERTIBLE DEBENTURES DUE MAY 15, 2021

issued by
TRANSOCEAN INC.
CUSIP No. 893830 ADI
Pursuant to the Company Notice given by
Transocean Inc.
Dated April 17, 2006

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE COMPANY NOTICE, THE RIGHT OF HOLDERS TO SURRENDER DEBENTURES FOR PURCHASE EXPIRES AT 5:00 P.M., NEW YORK CITY TIME, ON MONDAY, MAY 15, 2006 (THE "REPURCHASE DATE"). DEBENTURES SURRENDERED FOR PURCHASE MAY BE WITHDRAWN IF THE REGISTERED HOLDER SUBMITS AND THE PAYING AGENT RECEIVES THIS COMPLETED AND SIGNED NOTICE OF WITHDRAWAL NO LATER THAN 5:00 P.M., NEW YORK CITY TIME, ON THE REPURCHASE DATE.

HOLDERS THAT SURRENDER THROUGH THE DEPOSITORY TRUST COMPANY ("DTC") NEED NOT SUBMIT A PHYSICAL NOTICE OF WITHDRAWAL TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.

The Paying Agent is:
The Bank of New York Trust Company, N.A.

*By Regular, Registered or Certified
Mail or Overnight Courier:*

101 Barclay Street, 7 East
New York, New York 10286

By Facsimile:

(212) 298-1915

Confirm Receipt of Facsimile:
(212) 815-6331

For Information:

Diane Amoroso
(212) 815-6331

Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Company Notice dated April 17, 2006 of Transocean Inc., a Cayman Islands exempted company ("*Transocean*"), and the accompanying Repurchase Notice, relating to the offer to purchase by Transocean, at the option of the holder thereof, Transocean's 1.5% Convertible Debentures due May 15, 2021 (the "*Debentures*") for \$1,000 in cash plus accrued and unpaid interest up to but not including the business day immediately following the Repurchase Date per \$1,000 principal amount of the Debentures, subject to the terms and conditions of the Indenture, the Debentures and related offer materials, as amended and supplemented from time to time (the "*Offer*").

This Notice of Withdrawal is to be completed by registered holders of Debentures desiring to withdraw the surrender of such Debentures in the Offer if (1) Debentures have been previously surrendered to the Paying Agent, or (2) delivery of such Debentures has been previously made by book-entry transfer to the Paying Agent's account at The Depository Trust Company ("DTC") pursuant to the book-entry transfer procedures described under the caption "Procedures to Be Followed by Holders Electing to Surrender Debentures for Purchase" in the Company Notice.

Ladies and Gentlemen:

The undersigned hereby withdraws the undersigned's surrender for purchase to Transocean of the Debentures described below, which Debentures were previously surrendered for purchase pursuant to the Company Notice.

The undersigned understands that the withdrawal of Debentures previously surrendered in this Offer, effected by this Notice of Withdrawal, may not be rescinded and that such Debentures will no longer be deemed to be validly surrendered for purchase for purposes of the undersigned's Repurchase Notice. Such withdrawn Debentures may be resurrendered for purchase only by following the procedures for surrendering set forth in the Company Notice and in the accompanying Repurchase Notice.

All authority conferred or agreed to be conferred in this Notice of Withdrawal shall not be affected by and shall survive the death or incapacity of the undersigned, and any obligations of the undersigned under this Notice of Withdrawal shall be binding upon the heirs, personal and legal representatives, trustees in bankruptcy, successors and assigns of the undersigned.

DESCRIPTION OF DEBENTURES BEING WITHDRAWN

<u>Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank)</u>	<u>Certificate Number(s)*</u>	<u>Aggregate Principal Amount Represented</u>	<u>Aggregate Principal Amount Being Withdrawn*</u>	<u>Aggregate Principal Amount Which Remains Subject to Repurchase Notice</u>

TOTAL PRINCIPAL AMOUNT BEING WITHDRAWN

* Need not be completed by holders surrendering the Debentures by book-entry transfer.

** Unless otherwise indicated in the column labeled “*Aggregate Principal Amount Being Withdrawn*” and subject to the terms and conditions of the Company Notice, a holder will be deemed to have withdrawn the entire aggregate principal amount represented by the Debentures indicated in the column labeled “*Aggregate Principal Amount Represented by Debentures.*”

METHOD OF DELIVERY

- Check here if Debentures were physically delivered to the Paying Agent.
- Check here if Debentures were delivered by book-entry transfer made to the account maintained by the Paying Agent with DTC and complete the following:

Name of Surrendering Institution: _____
(Please Print)

Address: _____
(Please Print)
_____ **Zip Code**

Telephone: _____

Facsimile: _____

Contact Person: _____

Date Surrendered: _____

DTC Account Number: _____

Transaction Code Number: _____

**PLEASE SIGN BELOW
(TO BE COMPLETED BY ALL REGISTERED HOLDERS OF
DEBENTURES BEING WITHDRAWN)**

This Notice of Withdrawal must be signed by the registered holder(s) of Debentures exactly as his (their) name(s) appear(s) on certificate(s) for Debentures or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Notice of Withdrawal. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to Transocean of such person's authority to so act.

If the signature appearing below is not of the registered holder(s) of the Debentures, then the registered holder(s) must sign a valid power of attorney.

(Signature(s) of Holder(s) or Authorized Signatory)

Date: _____, 2006

Name(s): _____

(Please Print)

Capacity: _____

Address: _____

(Including Zip Code)

Area Code and Telephone No.: () _____

SIGNATURE GUARANTEE (IF REQUIRED)

Certain Signatures Must be Guaranteed by an Eligible Institution

(Name of Eligible Institution Guaranteeing Signatures)

(Address (including zip code) and Telephone Number (including area code) of Eligible Institution)

(Authorized Signature)

(Printed Name)

(Title)

Date: _____, 2006.

**SUBSTITUTE W-9
FORM**

**REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION**

**Give form to the requester. Do not
send to the IRS.**

Department of the Treasury
Internal Revenue Service

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual Corporation Partnership Other _____ Exempt from backup withholding

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line. The TIN provided must match the name given on the top line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see "What Number to Give the Requester" in the attached Guidelines For Certification of Taxpayer Identification Number on Substitute Form W-9. For other entities, it is your employer identification number (EIN). If you do not have a number, see "Obtaining a Number" in the attached Guidelines.

_____	Social Security Number
or	
_____	Employer Identification number

Note. If the account is in more than one name, see "What Number to Give the Requester" in the attached Guidelines for instructions on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. Person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Sign Here	Signature of U.S. Person 4	Date 4
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GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9

What Number to Give the Requester. — Social Security numbers have nine digits separate by two hyphens: i.e. 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

<u>For this type of account:</u>	<u>Give the SSN of:</u>
1. An individual' account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under State law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
<u>For this type of account:</u>	<u>Give the EIN of:</u>
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	The legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district or prison) that receives agricultural program payments	The public entity
12. A broker or registered nominee	The broker or nominee

- 1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- 2 Circle the minor's name and furnish the minor's SSN.
- 3 You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, the IRS encourages you to use your SSN.
- 4 List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9

Obtaining a Number

If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on all dividend and interest payments and on broker transactions include the following:

- An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- The United States or any of its agencies or instrumentalities,
- A State, the District of Columbia, a possession of the United States, or any of their subdivisions or instrumentalities,
- A foreign government or any of its political subdivisions, agencies or instrumentalities,
- An international organization or any of its agencies or instrumentalities,
- A corporation,
- A foreign central bank of issue,
- A dealer in securities or commodities required to be registered in the United States, the District of Columbia, or a possession of the United States,
- A real estate investment trust,
- An entity registered at all times during the tax year under the Investment Company Act of 1940,
- A common trust fund operated by a bank under section 584(a), and
- A financial institution.

If you are exempt, enter your name and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Privacy Act Notice

Section 6109 requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Penalties

- *Failure to Furnish TIN.* If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
- *Civil Penalty for False Information With Respect to Withholding.* If you make a false statement with no reasonable basis which results in no backup withholding, you are subject to a \$500 penalty.
- *Criminal Penalty for Falsifying Information.* Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
- *Misuse of TINs.* If the requester discloses or uses taxpayer identification numbers in violation of Federal law, the payer may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.



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News Release

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FOR RELEASE: April 17, 2006

TRANSOCEAN INC. ANNOUNCES REPURCHASE OPTION OF 1.5% CONVERTIBLE DEBENTURES DUE MAY 15, 2021

HOUSTON—Transocean Inc. (NYSE: RIG) today announced that holders of its 1.5% Convertible Debentures due May 15, 2021 have the option to require Transocean to repurchase their debentures as of May 15, 2006. Each holder of the debentures has the right to require Transocean to repurchase on May 15, 2006 all or any part of such holder's debentures at a repurchase price of \$1,000 in cash plus accrued and unpaid interest, up to and including the date of repurchase, per \$1,000 principal amount. Under the terms of the debentures, Transocean has the option to settle the debentures with cash, Transocean ordinary shares, or a combination of cash and shares, and has elected to repurchase the debentures solely with cash. If all outstanding debentures are surrendered for repurchase, the aggregate cash repurchase price will be approximately \$400.0 million. Transocean intends to fund the repurchase price by using available cash.

Holders may exercise their option to require Transocean to repurchase their debentures by delivering a repurchase notice to The Bank of New York, the paying agent, before the expiration of the option at 5:00 p.m., New York City time, on May 15, 2006.

The debentures are convertible into 13.8627 Transocean ordinary shares per \$1,000 principal amount so long as specified conditions are met and subject to adjustments under certain circumstances.

Transocean plans to file a Tender Offer Statement on Schedule TO with the Securities and Exchange Commission later today. Transocean will make available to debenture holders, through the Depository Trust Company, documents specifying the terms, conditions and procedures for surrendering and withdrawing debentures for repurchase. Debenture holders are encouraged to read these documents carefully before deciding to exercise their option to require Transocean to repurchase their debentures as these documents contain important information regarding the details of Transocean's obligation to repurchase the debentures. Holders of the debentures and other interested parties may obtain a free copy of these statements and other relevant documents at the SEC's website, www.sec.gov, or from Transocean Inc. at 4 Greenway Plaza, Houston, Texas 77046, Attn: Investor Relations.

Statements contained in this press release involving the source of funds to pay the repurchase price, the timing of the filing of the Tender Offer Statement, as well as any other statements that are not historical facts, are forward-looking statements that involve certain risks, uncertainties and assumptions. These include but are not limited to operating hazards and delays, risks associated with international operations, actions by customers and other third parties, the future price of oil and gas and other factors detailed in the company's most recent Form 10-K and other filings with the Securities and Exchange Commission. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those indicated.

Transocean Inc. is the world's largest offshore drilling contractor with a fleet of 88 mobile offshore drilling units. The company's mobile offshore drilling fleet, consisting of a large number of high-specification deepwater and harsh environment drilling units, is considered one of the most modern and versatile in the world due to its emphasis on technically demanding segments of the offshore drilling business. The company's fleet consists of 32 High-Specification Floaters (semisubmersibles and drillships), 22 Other Floaters, 25 Jackups and other assets utilized in the support of offshore drilling activities worldwide. With a current equity market capitalization in excess of \$26 billion, Transocean Inc.'s ordinary shares are traded on the New York Stock Exchange under the symbol "RIG."

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