

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): **January 21, 2020**

Enstar Group Limited

(Exact name of registrant as specified in its charter)

Bermuda
(State or other jurisdiction
of incorporation)

001-33289
(Commission
File Number)

N/A
(IRS Employer
Identification No.)

P.O. Box HM 2267, Windsor Place 3rd Floor
22 Queen Street, Hamilton HM JX Bermuda
(Address of principal executive offices)

N/A
(Zip Code)

Registrant's telephone number, including area code: **(441) 292-3645**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange on Which Registered</u>	
Ordinary shares, par value \$1.00 per share	ESGR	The NASDAQ Stock Market	LLC
Depository Shares, Each Representing a 1/1,000th Interest in a 7.00% Fixed-to-Floating Rate	ESGRP	The NASDAQ Stock Market	LLC
Perpetual Non-Cumulative Preferred Share, Series D, Par Value \$1.00 Per Share			
Depository Shares, Each Representing a 1/1,000th Interest in a 7.00% Perpetual Non-Cumulative Preferred Share, Series E, Par Value \$1.00 Per Share	ESGRO	The NASDAQ Stock Market	LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

EXPLANATORY NOTE

On January 21, 2020, Enstar Group Limited (the "Company") reached agreements to extend the employment of its Chief Executive Officer, President and Chief Operating Officer until 2023. Employment agreements for these executives were due to expire in April / May of 2020.

In connection with entering into amended and restated employment agreements, the Company granted long-term incentive plan awards to each executive. The award to Chief Executive Officer, Dominic Silvester, was made pursuant to the Company's Joint Share Ownership Plan, which was adopted in November 2019 as a sub-plan to the Company's Amended and Restated 2016 Equity Incentive Plan. The awards to President, Paul O'Shea, and Chief Operating Officer, Orla Gregory, were a combination of performance stock units and restricted stock units as described below.

The terms and conditions of these agreements and awards are described in Item 5.02 below. These descriptions are qualified in their entirety by reference to the complete text of the Joint Share Ownership Agreement (attached hereto as Exhibit 10.1), Chief Executive Officer Employment Agreement (attached hereto Exhibit 10.2), President Employment Agreement (attached hereto as Exhibit 10.3), Chief Operating Officer Employment Agreement (attached hereto as Exhibit 10.4), and Form of Performance Stock Unit Award (attached hereto as Exhibit 10.5), each of which are incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

As described in more detail below under Item 5.02 of this Current Report on Form 8-K, on January 21, 2020, the Company issued 565,630 ordinary shares (the "Shares") to Zedra Trust Company (Guernsey) Limited (the "Trustee"), in its capacity as trustee of the Enstar Group Limited Employee Benefit Trust (the "Trust") in connection with the equity compensation award described in Section 1 of Item 5.02. The information set forth in Item 5.02 that relates to the unregistered sale of such equity securities is incorporated by reference into this Item 3.02.

The Shares were sold in reliance upon the exemption from registration provided by Regulation S under the Securities Act of 1933, as amended ("Regulation S"). Pursuant to the terms of the JSOP Agreement defined and described below, each of Dominic Silvester and the Trustee, in its capacity as trustee of the Trust, represented that he or it was not a U.S. person as defined in Regulation S and was located outside of the United States at the time any offer to buy the Shares was made to him or it and at the time that any buy order was originated by him or it, as applicable, and agreed to certain transfer and other restrictions in respect of the Shares, and appropriate legends were affixed to the Shares.

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

1. Chief Executive Officer Employment Agreement

On January 21, 2020, the Company entered into an amended and restated employment agreement (the "CEO Employment Agreement") with Mr. Silvester. The CEO Employment Agreement replaces Mr. Silvester's existing employment agreement, dated April 12, 2017 (the "Previous Agreement"), in its entirety. Capitalized terms used in this Section 1 and not defined herein are defined in Section 2 below.

The CEO Employment Agreement has a three-year term beginning on January 21, 2020. Under the CEO Employment Agreement, Mr. Silvester will (1) receive an annual base salary of £76,870, (2) be eligible for an annual performance bonus, calculated by reference to his annual base salary under the Previous Agreement, under the Company's performance bonus plan, (3) be eligible for incentive compensation under the Company's incentive compensation programs and (4) be entitled to certain employee benefits. Any incentive-based compensation or award that Mr. Silvester receives from the Company is subject to clawback by the Company as required by applicable law, government regulation, stock exchange listing requirement or the Company's Clawback Policy.

The CEO Employment Agreement provides that if a change of control of the Company occurs during the term of Mr. Silvester's employment, Mr. Silvester would be entitled to: (1) a lump sum amount

equal to three times his annual base salary under the Previous Agreement (the "Salary Amount"); (2) other than with respect to his Executive Interest under the JSOP Agreement, immediate vesting of each outstanding equity incentive award granted to him before January 21, 2023; and (3) if his Executive Interest vests upon such change in control, a lump sum amount (such amount, the "COC JSOP Amount") equal to either (i) \$34 million less any amount realized by him in respect of the Executive Interest, if the Hurdle is met at the time of such change of control, or (ii) \$27 million less any amount received by him in respect of the Executive Interest, if the Hurdle is not met. Mr. Silvester would also be entitled to continued medical benefits for him and his spouse and dependents for three years if he were to resign within 30 days of a change in control.

The CEO Employment Agreement also provides that if Mr. Silvester's employment is terminated during the term of the CEO Employment Agreement by the Company without "cause" or by Mr. Silvester for "good reason," Mr. Silvester would be entitled to: (1) a lump sum amount equal to three times his annual base salary under the Previous Agreement (reduced by the amount of any Salary Amount previously received); (2) continued medical benefits for him and his spouse and dependents for three years; (3) other than with respect to his Executive Interest under the JSOP Agreement, immediate vesting of each outstanding equity incentive award granted to him before January 21, 2023; (4) in the event no COC JSOP Amount has been paid to him, if such termination occurs before the date his Executive Interest vests and if, on January 21, 2023, the Hurdle has not been met, a lump sum amount equal to \$27 million less any amount received by him in respect of the Executive Interest; and (5) the bonus that he would have received in respect of the year of his termination had he been employed by the Company for the full year, based on the Company's achievement of the performance goals established in accordance with any incentive plan in which he participates.

The CEO Employment Agreement restricts Mr. Silvester from competing with the Company for the term of the CEO Employment Agreement and, if his employment with the Company is terminated before the end of the employment term, for a period of 18 months after his termination of employment.

2. Joint Share Ownership Plan Award

On January 21, 2020, the Company entered into a joint share ownership agreement (the "JSOP Agreement") with Mr. Silvester, the Company's Chief Executive Officer, and the Trustee, in its capacity as trustee of the Trust, under which Mr. Silvester and the Trustee agreed to acquire and subscribe jointly for 565,630 ordinary shares of the Company pursuant to the terms thereof. Under the JSOP Agreement, the Trustee paid the Company par value for the Shares of \$565,630. Mr. Silvester's beneficial interest in the Shares acquired under the JSOP Agreement is referred to as the "Executive Interest." The Company will pay up to 60% of any employee income tax and social security contributions that arise from the acquisition of the Executive Interest, and any tax liability arising from such tax payments, up to a maximum of \$5.3 million.

The value, if any, of the Executive Interest is determined based on the price of a Share appreciating above a certain threshold between the date of grant and the dates on which the Executive Interest vests (the "Vesting Date") and any value is realized (the "Realization Date"). If the higher of the closing price per Share on January 20, 2023 and the 10-day volume weighted average price per Share for the ten consecutive trading days ending on January 20, 2023 (each, the "Market Price") is \$266 or greater (the "Hurdle"), the Executive Interest will have a value equal to the applicable Market Price per Share, less \$205.89, multiplied by 565,630. If the higher of the Market Price per Share is less than \$266 on such dates, the Executive Interest will have no value.

Subject to the terms of the JSOP Agreement, 80% of the Executive Interest will vest on January 21, 2023 and 20% of the Executive Interest will vest on that date only if the growth of the Company's fully diluted book value per ordinary share between January 1, 2020 and December 31, 2022 meets or exceeds a compound annual growth rate as set forth in the JSOP Agreement.

Upon a termination of Mr. Silvester's employment without cause or for good reason, the Executive Interest would continue to be held by him on the terms set forth in the JSOP Agreement. In the event of a

termination with cause, the Executive Interest would lapse and be acquired by the Trustee for no consideration.

In the event of a change in control of the Company, the Executive Interest would vest in full on the date of such change in control unless the parties agree to roll-over the Executive Interest into shares in the acquiring company, in which case the Executive Interest will not vest and will remain outstanding, subject to the terms of the JSOP Agreement.

If the Executive Interest vests and the higher of the Market Price of a Share is above the Hurdle on both the Vesting Date and the Realization Date, Mr. Silvester may serve a notice to the Trustee requesting an exchange of their respective interests under the JSOP Agreement, such that he would become the owner of 100% of the number of Shares whose market value is equal to the market value of the Executive Interest on the day of such exchange.

3. President and Chief Operating Officer Employment Agreements

On January 21, 2020, the Company entered into amended and restated employment agreements (each an "Employment Agreement" and collectively the "Employment Agreements") with each of Paul O'Shea and Orla Gregory. The Employment Agreements replace the executives' existing employment agreements, which were due to expire during 2020.

The Employment Agreements have terms ending on March 1, 2023. As compensation for their services, Mr. O'Shea and Ms. Gregory will: (1) receive an annual base salary of \$1,500,000 and \$1,200,000, respectively; (2) be eligible for incentive compensation under the Company's incentive compensation programs; and (3) be entitled to certain employee benefits. Any incentive-based compensation or award that either executive receives from the Company is subject to clawback by the Company as required by applicable law, government regulation, stock exchange listing requirements or the Company's Clawback Policy.

The Employment Agreements provide that if the executive's employment is terminated during the term of his or her Employment Agreement by the Company without "cause" or by the executive for "good reason," including if such termination occurs within one year of a change in control, Mr. O'Shea and Ms. Gregory would be entitled to: (1) a lump sum amount equal to three and two times annual base salary, respectively; (2) continued medical benefits for the executive and his or her spouse and dependents for three and two years, respectively; (3) immediate vesting of all outstanding equity incentive awards; and (4) the bonus that the executive would have received in respect of the year of termination had he or she been employed by the Company for the full year, based on the Company's achievement of the performance goals established in accordance with any incentive plan in which the executive participates.

The Employment Agreements provide that the executive will not compete with the Company for the term of the Employment Agreement and, in the case of Mr. O'Shea, if his employment with the Company is terminated before the end of the employment term, for a period of 18 months after his termination of employment. Ms. Gregory's non-competition period will extend 12 months after her termination of employment.

4. President and Chief Operating Officer Equity Awards

On January 21, 2020, each of Mr. O'Shea and Ms. Gregory received long term equity compensation awards comprising 32,785 and 20,163 Performance Share Units ("PSUs"), respectively, and 10,929 and 6,721 Restricted Share Units ("RSUs"), respectively.

The PSUs vest following a three-year performance period beginning on January 1, 2020, and the ultimate value of the PSUs is tied to the Company's three year growth in fully diluted book value per share (the "Performance Goal"). The RSUs vest in three equal annual installments beginning on January 21, 2021.

In the event of the recipient's termination of service due to voluntary resignation or termination for cause, any outstanding PSUs and RSUs will be forfeited. In the event of the recipient's termination of service due to death or disability, all outstanding RSUs will vest immediately and outstanding PSUs will

vest pro rata at the target award level based on the number of days elapsed during the performance period as of the date of termination. In the event of a change of control, all outstanding RSUs will vest, and outstanding PSUs will vest at the greater of (i) the target award level and (ii) the number of PSUs earned based on the actual level of achievement by the Company of the Performance Goal, provided that the Company's Compensation Committee makes good faith determination that an alternative award has not been granted by the acquirer.

Item 9.01. Financial Statements and Exhibits

Exhibits

Exhibit No.	Description
10.1	Joint Share Ownership Agreement, dated January 21, 2020, between the Company, Dominic F. Silvester and Zedra Trust Company, as trustee.
10.2	Amended and Restated Employment Agreement dated January 21, 2020 between the Company and Dominic Silvester.
10.3	Amended and Restated Employment Agreement dated January 21, 2020 between the Company and Paul O'Shea.
10.4	Amended and Restated Employment Agreement dated January 21, 2020 between the Company and Orla Gregory.
10.5	2020 Form of Performance Share Unit Award Agreement (3-Year Cycle)
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase
104	Cover page Interactive Data File (embedded within the Inline XBRL document and included in Exhibit 101)

SIGNATURES

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

ENSTAR GROUP LIMITED

January 27, 2020

By: /s/ Guy Bowker

Guy Bowker

Chief Financial Officer

ENSTAR GROUP LIMITED

and

DOMINIC F. SILVEVSTER

and

ZEDRA TRUST COMPANY (GUERNSEY) LIMITED

JOINT OWNERSHIP AGREEMENT

THIS DEED is made on 21 January 2020

BETWEEN

- (1) **ENSTAR GROUP LIMITED**, whose registered office is situated at Windsor Place, 3rd Floor, 22 Queen Street, Hamilton HM JX, Bermuda (Company No. 333-220889) (the "**Company**");
- (2) **DOMINIC F. Silvester**, Chief Executive Officer of Enstar Group Limited, care of 8th Floor, One Creechurch Place, London, EC3A 5AY, United Kingdom (the "**Executive**"); and
- (3) **ZEDRA TRUST COMPANY (GUERNSEY) LIMITED**, whose registered office is at PO Box 341, Cambridge House, 3rd Floor, St Peter Port, Guernsey, GY1 3UW, Channel Islands (Company No. 24531) in its capacity as trustee of the Enstar Group Limited Employee Benefit Trust (the "**Trustee**").

WHEREAS

- (A) The Company has invited the Executive, together with the Trustee, to subscribe jointly for the Shares under the terms of Schedule A to the rules of the Plan ("**Schedule A**") and subject to the terms of this Deed.
- (B) In accordance with Schedule A, the Trustee and the Executive have agreed to acquire distinct, concurrent beneficial interests in a single holding of Common Shares and hereby subscribe jointly for the Shares on the terms set out in this Deed. The Trustee shall hold the legal title of the Shares as nominee for the Trustee and the Executive.
- (C) The Interests are granted and each of the Executive and the Trustee shall acquire and hold the Executive Interest and the Trust Interest, respectively, subject to Schedule A.
- (D) In connection with the grant of the Interests, and the acquisition of the Shares, each of the Executive and Trustee makes the representations, warranties and covenants set forth in Appendix 1 hereto.

1. Definitions and Interpretation

1.1 Capitalised terms used but not otherwise defined in this Deed have the meanings given to them in the Plan.

1.2 In this Deed, unless the context otherwise requires:

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**CAGR**" means the Compound Annual Growth Rate of a Common Share calculated in accordance with Appendix 2;

"**Executive Interest**" means the Executive's beneficial interest in the Shares acquired pursuant to this Deed, the value of which is calculated in accordance with Clause 3.1;

"**Good Reason**" means:

- a) a material breach of the Company's or relevant Group Member's obligations under the Executive's employment agreement, provided that the Executive shall have given written notice thereof to the Company or relevant Group Member and the Company or relevant Group Member shall have failed to remedy the breach within 30 days;
- b) the relocation of the Executive's principal business office outside of the United Kingdom, without the Executive's prior agreement; or
- c) any material reduction in Executive's duties or authority;

"**Grant Price**" means \$205.89 per Share;

"**Group Member**" means the Company or a Related Corporation;

"**Hurdle**" means the closing price of a Common Share on 17 January 2020 multiplied by the CAGR for the period from (and including) 21 January 2020 to the earlier of:

- a) 20 January 2023; or
- b) the Realisation Date; or
- c) the date a final offer is made that subsequently results in a Change in Control

(or such other amount as determined by the Committee following a variation of share capital, share split or such other event as may have a material impact on the value of a Share);

"**10-day VWAP**" means the volume weighted average price of a Common Share for the ten consecutive trading days ending on (and which includes as a trading day) the day immediately prior to any date on which it is measured, as reported by Bloomberg;

"**Market Price**" means, in relation to a Share, the higher of (i) the closing price of a Common Share on the day immediately prior to any date on which it is measured; and (ii) 10-day VWAP, in each case, save where that term is used in the context of a Change in Control where 'Market Price' shall mean the applicable offer price per Common Share (or equivalent value thereof where the consideration is in a form other than cash);

"**NASDAQ**" means the Nasdaq Global Select Market of The Nasdaq Stock Market LLC;

"**Performance Condition**" means the condition specified in Appendix 6;

"**Plan**" means the Enstar Group Limited Amended and Restated 2016 Equity Incentive Plan as amended from time to time;

"**Realisation Date**" means the date on which value is realised in accordance with Clause 8 or 11 or on exercise of the Trustee Option under Clause 9;

"**Rule 144**" means Rule 144 promulgated under the Securities Act (or a successor rule thereto);

"**SEC**" means the U.S. Securities and Exchange Commission;

"**Securities Act**" means the U.S. Securities Act of 1933, as amended;

"**Shares**" means 565,630 Common Shares to be acquired by the Trustee and Executive under this Deed and any other securities or assets acquired as a result of holding them;

"**Tax Liability**" means any amount of tax or social security contributions for which the Executive would or may be liable and for which any Group Member or former Group Member would or may be obliged to (or would or may suffer a disadvantage if it were not to) account to any relevant authority;

"**Total Subscription Price**" means \$565,630 being \$1 per Share;

"**Trust Interest**" means the Trustee's interest in the Shares acquired pursuant to this Deed; and

"**Trustee Option**" has the meaning given to it in Clause 9.1 of this Deed.

1.3 Any reference in this Deed to any enactment includes a reference to that enactment as from time to time modified, extended or re-enacted.

1.4 Expressions in italics and headings are for guidance only and do not form part of this Deed.

2. Acquisition of Shares

- 2.1 The Executive and the Trustee hereby subscribe, and the Company hereby agrees, subject to receipt of the amount in Clause 2.2 below, to issue, the Shares.
- 2.2 The Trustee agrees to pay the Total Subscription Price to the Company for the Trust Interest. The Executive is not required to pay any consideration for the Executive Interest. The Company will pay up to 60% of any employee income tax and employee social security contributions that arise as a result of the Grant and any tax liability arising on any such payment, up to a maximum aggregate amount of \$5.3 million. The Executive will pay the Company, or agrees that the Company may deduct from amounts otherwise payable to the Executive, an amount equal to the balance of any and all employee income tax and employee social security contributions that arise as a result of the Grant.
- 2.3 The Executive and the relevant Group Member shall, on the date of this Deed and as a condition of the Grant being made, enter into a joint election in respect of any Grant in accordance with section 431 of ITEPA to disapply in full the restricted securities legislation contained in Chapter 2 of Part 7 of ITEPA in the form set out at Appendix 3 to this Deed.

3. The Executive Interest

- 3.1 The Executive Interest is as follows:

Where the Market Price of a Share on any date it is measured, is:

3.1.1 Less than the Hurdle, 0% of any value in the Shares; and

3.1.2 Equal to or greater than the Hurdle:

(a) 0% of any value in the Shares below the Grant Price; and

(b) 100% of any value in the Shares above the Grant Price.

4. The Trust Interest

The Trust Interest in the Shares is 100% of any value in the Shares minus the Executive Interest.

5. Dealing with the Interest

- 5.1 Subject to Clause 9, neither the Executive nor the Trustee may call for a realisation of its Interest prior to the third anniversary of the Grant Date, other than in the event of a Change in Control.
- 5.2 The Executive Interest shall not be transferred, assigned, charged or otherwise disposed of except on death to the Executive's personal representatives or as otherwise permitted by this Deed or with the prior written agreement of the Company.
- 5.3 If the Executive attempts to transfer, assign, charge or otherwise dispose of the Executive Interest, except as permitted in this Deed or with the prior written agreement of the Company, the Trustee shall exercise the Trustee Option without notice.
- 5.4 The Trustee shall not dispose of the Shares without the prior written consent of the Executive other than:
- 5.4.1 following receipt of a notice pursuant to Clause 8.1;
- 5.4.2 in accordance with Clause 8.2;
- 5.4.3 following the exercise of the Trustee Option under Clause 9.1; or
- 5.4.4 pursuant to the acceptance of an offer in the event of a Change in Control.

6. **Vesting**

- 6.1 Subject to Clauses 5, 6.3, 7 and 11.1, the Executive Interest shall Vest on the third anniversary of the Grant Date.
- 6.2 If the Market Price on the third anniversary of the Grant Date, or the Realisation Date, is less than the Hurdle, the Trustee shall exercise the Trustee Option.
- 6.3 20% of the Executive Interest shall be subject to the Performance Condition and that part of the Executive Interest shall Vest only to the extent that the Performance Condition has been satisfied. If the Performance Condition has not been met, the Trustee shall exercise the Trustee Option over the 20% of the Executive Interest that is unVested.

7. **Termination of Employment**

- 7.1 In the event the Executive experiences a Termination of Service for Cause, the Company shall notify the Trustee as soon as is practicable of such Termination of Service and the Trustee shall exercise the Trustee Option.
- 7.2 In the event the Executive experiences a Termination of Service by reason of death, disability, termination without Cause or resignation with Good Reason, the Executive Interest shall continue to be held by the Executive (or his/her estate or beneficiaries, as the case may be) on the terms of this Deed and, subject to Clause 11, Clauses 6 and 8 will continue to apply.
- 7.3 In the event the Executive experiences a Termination of Service for any other reason:
- 7.3.1 the Company shall notify the Trustee as soon as is practicable of such Termination of Service;
- 7.3.2 the Trustee shall exercise the Trustee Option in respect of the unVested part of the Executive Interest; and
- 7.3.3 the Vested part of the Executive Interest will continue to be held by the Executive on the terms of this Deed.

8. **Executive's Right to Direct Trustee to Realise Value**

- 8.1 For a period of 3 months following the third anniversary of the Grant Date (the "**Sale Period**"), the Executive may, subject to Clauses 6.3 and 8.3, serve notice on the Trustee, by way of a notification in substantially the form set out in Appendix 4 to this Deed, requesting the Trustee to exchange the Executive's and Trustee's respective Interests unless the parties agree otherwise by mutual agreement, in which case the Executive may request the Trustee to sell the Shares or purchase the Executive Interest. Any fractional interest in Common Shares in respect of the Executive Interest will be rounded down to the nearest whole Common Share.
- 8.2 If the Executive does not serve such a notice during the Sale Period, the Trustee shall, subject to Clauses 6.3 and 8.3, as soon as reasonably practicable after the expiry of the Sale Period, exchange the Executive's and Trustee's respective Interests in the Shares so that, following such exchange, the Executive becomes the beneficial owner of 100% of that number of Shares whose market value is equal to the market value of the Executive Interest on that day of exchange unless the parties agree otherwise by mutual agreement, in which case the Trustee may:
- 8.2.1 sell the Shares and pay to the Executive a share of the sale proceeds of equal value to the Executive Interest at that time; or
- 8.2.2 purchase the Executive Interest for an amount equal to the then market value of the Executive Interest.
- 8.3 All exchanges, offers, sales and other transfers of the Shares will be subject to, and made in accordance with, the requirements of Appendix 1 to this Deed. Further, if the Executive and/or the Trustee is restricted from selling, dealing in or making arrangements to sell or deal in, the Shares by reason of any statutory, regulatory or other rule, by guidelines issued by the SEC, the NASDAQ or a similar regulatory body, or by the Company's

insider trading policy, the Trustee will not be obliged to sell or deal in the Shares until the relevant restriction has lifted.

- 8.4 If the Executive serves a sale or purchase notice on the Trustee pursuant to Clause 8.1 or the Trustee sells the Shares or purchases the Executive Interest pursuant to Clause 8.2, the sale proceeds or purchase price payable to the Executive shall be deliverable in Common Shares.
- 8.5 If (i) in connection with a sale of Shares pursuant Clause 8.2, the Trustee proposes to publicly resell such Shares pursuant to Rule 144 and the Company believes the Trustee would be unable to sell all of the Shares proposed to be sold by it pursuant to Rule 144 without volume or manner-of-sale restrictions or (ii) following a payment of Common Shares to the Executive pursuant to Clause 8.4, the Company believes such Common Shares would be subject to holding period restrictions pursuant to Rule 144 following such payment, the Company shall file as promptly as practicable a secondary only registration statement on Form S-3 (or any successor form to Form S-3) promulgated under the Securities Act (which, if the Company is then a "well-known seasoned issuer" (as defined in Rule 405 under the Securities Act), shall be filed pursuant to General Instruction I.D of Form S-3 (an "**Automatic Shelf Registration Statement**")), registering the resale of such Shares or Common Shares, as applicable (the "**Registrable Securities**") (or, in the event that Form S-3 is not available for the registration of the resale of the Registrable Securities, another appropriate form reasonably acceptable to the Trustee or the Executive, as applicable (the "**Registered Seller**")), by the Registered Seller (the "**Registration Statement**"). The Company shall use its reasonable efforts (i) if the Registration Statement is not an Automatic Shelf Registration Statement, to cause the Registration Statement to become effective as promptly as practicable, (ii) to cause the Registration Statement to remain effective until the date on which the Registered Seller has disposed of all of the Registrable Securities and (iii) to undertake any additional actions reasonably necessary to maintain the availability of, and to facilitate the disposition by the Registered Seller of the Registrable Securities pursuant to, the Registration Statement. The Registered Seller agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of the Registration Statement, including furnishing to the Company such information regarding itself, the Common Shares in the Company held by it and the intended method of disposition of the Registrable Securities as shall be reasonably required to effect the registration of such Registrable Securities. The Company shall bear all expenses incurred in connection with the performance of its obligations under this Clause 8.5; *provided, however*, that the Company shall have no obligation to pay for any commissions or transfer taxes of the Registered Seller or the fees, disbursements or expenses of any counsel to the Registered Seller. The Company's obligations under this Clause 8.5 shall also apply to any shares in the capital of the Company issued or issuable with respect to the Registrable Securities as a result of any share split, share dividend, recapitalization, exchange or similar event.

9. Trustee Option

- 9.1 The Executive grants the Trustee an option (the "**Trustee Option**") to acquire the whole or a portion of the Executive Interest for nil consideration in accordance with Clauses 5.3, 6.2, 6.3, 7.1 and 7.3.2.
- 9.2 In the event the Trustee exercises the Trustee Option, it shall serve on the Executive a notice of exercise in substantially the form set out in Appendix 5 to this Deed.

10. Voting and Dividend Rights

- 10.1 The Executive and Trustee hold voting rights, in respect of the Shares in the same proportions as their respective Interests. The Executive and Trustee, however, agree to waive their rights to vote in respect of the Shares.
- 10.2 Any dividend payable on the Shares will be distributed in proportion to the Executive Interest and the Trust Interest, as determined at the relevant dividend record date.
- 10.3 The Trustee, however, under the terms of Enstar Group Limited Employee Benefit Trust deed, waives its right to a dividend in respect of the Trust Interest. Any dividends payable in respect of the Executive Interest shall be paid (in cash) to the Trustee (net of any dividend withholding taxes) to hold for the Executive. The Trustee will subsequently pay to the Executive any proportion of the dividends representing his personal income tax liability in respect of the dividend paid. If the Executive realises value from the Executive Interest pursuant to Clauses 8.1, 8.2 or 11, the remaining dividend monies will be used to acquire additional Shares to be transferred to the Executive at that time. If the Executive does not realise value from the Executive Interest pursuant to

Clauses 8.1, 8.2 or 11, the Executive hereby directs the Trustee to pay the remaining dividend monies on his behalf to the Company.

11. Change in Control

11.1 In the event of a Change in Control, subject to Clause 11.2:

11.1.1 the Executive Interest shall Vest in full and, in anticipation of that Vesting, the Executive may serve notice on the Trustee at any time before the Change in Control, but subject to and in accordance with, any terms of the Change in Control, requesting the Trustee to accept the offer or other event with respect to the Executive Interest; and

11.1.2 the Trustee will pay / deliver to the Executive any consideration received under the offer or other event (in cash or shares in the offeror company, depending on the form of consideration so received) after deduction of an amount equal to the value of the Trust Interest.

11.2 If the terms of the offer or other event include an opportunity to exchange Shares for equivalent shares in the offeror company, the Trustee and the Executive may agree with offeror to exchange the Shares for equivalent shares in the offeror company in which case, the Executive Interest shall not Vest and Clause 11.3 shall apply to any such exchange. If the Trustee, Executive and offeror agree to exchange the Shares for equivalent shares in the offeror company, the Executive appoints the Trustee as the Executive's attorney to enter into such arrangements as may be necessary or desirable to effect such exchange.

11.3 If the Shares are exchanged for shares in the offeror company under Clause 11.2, the replacement shares will be held jointly on the terms of this Deed as if they were Shares.

12. Relationship with Contract of Employment

12.1 The rights and obligations of the Executive under the terms of his office or employment with any Group Member shall not be affected by this Deed.

12.2 If the Executive ceases to hold office or employment with a Group Member, a certificate issued by the Company as to the reason why the Executive ceased to be a director, officer or employee shall be conclusive for the purposes of the Grant and Executive Interest.

13. Tax Liabilities

13.1 Save as set out in Clause 2.2, the Executive shall be responsible for, and indemnifies the Company and the Trustee against, all relevant employment taxes relating to the Executive Interest. A Group Company and/or the Trustee may withhold an amount equal to such relevant tax from any amounts due to the Executive (to the extent such withholding is lawful) and/or make any other arrangements as it considers appropriate to ensure recovery of such relevant taxes including, without limitation, the sale of sufficient Shares acquired pursuant to the Grant to realise an amount equal to the relevant taxes (and the payment of that amount to the relevant authorities in satisfaction of the relevant taxes).

14. Data Protection

14.1 The Executive acknowledges that there will be collection, processing and transfer of his personal data for any purpose relating to this Deed. This includes:

14.1.1 providing personal data to any Group Member and any third party such as the Trustee, registrars, brokers and any of their respective agents;

14.1.2 processing of personal data by any such Group Member or third party;

14.1.3 transferring personal data to a country outside the European Economic Area (including a country which does not have data protection laws equivalent to those prevailing in the European Economic Area); and

14.1.4 providing personal data to potential purchasers of the Company, the Executive's employer or the business in which the Executive works.

15. Notices

15.1 A notice or other communication under or in connection with this Deed (a "**Notice**") shall be in writing and delivered personally or sent by first class post or email to the party due to receive the Notice to the address set out above provided that if the Notice is delivered by email it must also be delivered by one of the other methods specified in this Clause 15.1.

15.2 Unless there is evidence that it was received earlier, a Notice is deemed given if:

15.2.1 delivered personally, when left at the address set out above;

15.2.2 sent by mail two Business Days after posting it;

15.2.3 sent by email, when the email is sent, provided that a copy of the Notice is sent by another method referred to in this Clause 15.2 within one Business Day of sending the email.

16. General

16.1 A variation of this Deed is valid only if it is in writing and signed by or on behalf of each party.

16.2 The failure to exercise or delay in exercising a right or remedy provided by this Deed or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Deed or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

16.3 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

17. Entire Agreement

This Deed constitutes the entire agreement between the parties. It supersedes any previous agreements relating to the subject matter of this Deed, and sets out the complete legal relationship of the parties arising from or connected with that subject matter save that if there is any inconsistency with the rules of the Plan, the rules of the Plan will prevail.

18. Assignment

The Company's rights and obligations under this Deed are freely transferable and assignable by the Company without the consent of the Trustee and/or the Executive provided that the Company shall notify the Trustee and the Executive in writing of such transfer or assignment within 30 Business Days after such transfer or assignment.

19. Governing Law and Jurisdiction

19.1 This Deed (including a dispute relating to its existence, validity or termination) and any non-contractual obligations or other matters arising out of or in connection with it are governed by English law.

19.2 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or relating to any non-contractual or other obligation arising out of or in connection with this Deed) or the consequences of its nullity.

20. Counterparts

This Deed may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.

IN WITNESS of which this Deed has been executed on the date which appears above.

EXECUTED as a **DEED** by **ENSTAR GROUP LIMITED**

/s/ Guy Bowker_____

(Authorised Signatory)

EXECUTED as a **DEED**

)

by **DOMINIC F. SILVESTER**)

) /s/ Dominic F. Silvester_____

in the presence of:

/s/ Shoushan Eretzian _____ Signature of witness

Shoushan Eretzian _____ Name of witness

37 De Lara Way_____ Address of witness

Woking_____

Surrey, GU21 6NY_____

/s/ Alison Parkes _____

(Authorised signatory)

/s/ Elaine Graham _____

(Authorised signatory)

Appendix 1

In connection with the grant of the Interests and the acquisition of the Shares, each of the Executive and the Trustee, severally and not jointly, represents, warrants, acknowledges and agrees to and with the Company as follows (capitalized terms used but not defined in this Appendix shall have the meanings set forth in Regulation S ("**Regulation S**") under the Securities Act):

- (a) It is not a U.S. person (as such term is defined in Rule 902(k) of Regulation S) (a "**U.S. Person**") and is not acquiring the Interests or the Shares for the account or benefit of any U.S. Person.
- (b) It was located outside the United States of America, its territories and possessions, any State of the United States and the District of Columbia (the "**United States**") at the time any offer to buy the Interests or the Shares was made to it and at the time that any buy order was originated by it.
- (c) The Interests and the Shares were not offered to it by means of any directed selling efforts (as such term is defined in Rule 902(c) of Regulation S).
- (d) The Shares have not been registered under the Securities Act and may be offered and sold only in accordance with Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration.
- (e) Hedging transactions involving the Shares may not be conducted unless in compliance with the Securities Act.
- (f) The Shares are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act and no representation can be made as to the availability of the exemption provided by Rule 144 under the Securities Act for resales of the Shares.
- (g) The Company may refuse to register any transfer of the Shares not made in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an available exemption from registration.
- (h) Any offer or sale by it of the Shares, if made prior to the expiration of the six (6) month distribution compliance period (calculated in accordance with Rule 902(f) of Regulation S), will be made pursuant to the following conditions:
 - a. The purchaser certifies that it is not a U.S. Person and is not acquiring the Shares for the account or benefit of any U.S. Person or is a U.S. Person who purchased the securities in a transaction that did not require registration under the Securities Act; and
 - b. The purchaser agrees to resell such Shares only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration, and agrees not to engage in hedging transactions with regard to such Shares unless in compliance with the Securities Act.
- (i) Upon the original issuance of the Shares, and until no longer required under the Securities Act or applicable state securities laws, the certificates representing the Shares will bear the following legend:

"BY ITS ACQUISITION OF THIS SECURITY (OR AN INTEREST HEREIN), THE PURCHASER HEREOF REPRESENTS THAT (A) IT IS A PURCHASER ACQUIRING SUCH SECURITY IN A SALE OCCURRING OUTSIDE OF THE UNITED STATES IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF, AND IN ACCORDANCE WITH, REGULATION S, AND (B) IT IS NOT, AND IS NOT ACQUIRING THE SECURITY FOR THE ACCOUNT OR BENEFIT OF, A "U.S. PERSON" (WITHIN THE MEANING OF REGULATION S). THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO A U.S. PERSON (WITHIN THE MEANING OF IN REGULATION S) EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT. HEDGING

Appendix 2

Calculation of Compound Annual Growth Rate (“CAGR”) and application

The CAGR (expressed as a percentage) is calculated as the rate of compounded annual growth required to give a share price of \$266 for the 3 year period commencing on 21 January 2020, using the closing Enstar share price on 17 January 2020.

CAGR calculation

Closing share price on 17 January 2020 = \$205.89 (P0)

Hurdle = \$266 (P1)

3 year commencing 21 January 2020 (in years) (n) = 3

$$\text{CAGR} = (P1/P0)^{1/3} - 1$$

$$P1/P0 = 1.291952$$

$$1.291952^{1/3} = 1.089136$$

$$1.089136 - 1 = 0.089136$$

$$\text{CAGR} = 8.9136\%$$

Use of CAGR

CAGR is used to determine the Hurdle at the point the Executive realises their Interest.

Where the Executive Interest is realised on or after the third anniversary of the Grant Date, the CAGR results in a Hurdle share price of \$266.

If the Market Price is below \$266 on the third anniversary of the Grant Date or the Realisation Date, the Executive Interest has no value.

If the Market Price is \$266 or above, the Executive Interest has a value equal to the Market Price on the Realisation Date (e.g. \$270) less the Grant Price (\$205.89). Giving the Executive Interest a value of \$64.11 per Share.

Change in Control

If the Executive Interest Vests on a Change in Control prior to the third anniversary of the Grant Date, then the Hurdle is determined using the 17 January 2020 share price (\$205.89) and the period 21 January 2020 to the date a final offer is made that subsequently results in a Change in Control.

So, if a final offer is made on 21 January 2021 that subsequently results in a Change in Control, the Hurdle would be calculated as:

$$P0 * (1+CAGR)^n$$

Where P0 = \$205.89, CAGR = 8.9136% and n=1

This gives a Hurdle of \$224.24.

If the Market Price on the date on which a final offer is made that subsequently results in a Change in Control is at or above \$224.24, the Executive Interest has value equal to the Market Price less the Grant Price. If the Market Price is below \$224.24, the Executive Interest has no

value. Market Price for the purposes of a Change in Control shall be the applicable offer price per Common Share (or equivalent value thereof where the consideration is in a form other than cash).

Joint Election under s431 ITEPA 2003 for full or partial disapplication of Chapter 2 Income Tax (Earnings and Pensions) Act 2003

One Part Election

1. Between

the Employee *[insert name of employee]*

whose National Insurance Number is *[insert NINO]*

and

the Company (who is the Employee's employer) *[insert name of company]*

of Company Registration Number *[insert CRN]*

2. Purpose of Election

This joint election is made pursuant to section 431(1) or 431(2) Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and applies where employment-related securities, which are restricted securities by reason of section 423 ITEPA, are acquired.

The effect of an election under section 431(1) is that, for the relevant Income Tax and NIC purposes, the employment-related securities and their market value will be treated as if they were not restricted securities and that sections 425 to 430 ITEPA do not apply. An election under section 431(2) will ignore one or more of the restrictions in computing the charge on acquisition. Additional Income Tax will be payable (with PAYE and NIC where the securities are Readily Convertible Assets).

Should the value of the securities fall following the acquisition, it is possible that Income Tax/NIC that would have arisen because of any future chargeable event (in the absence of an election) would have been less than the Income Tax/NIC due by reason of this election. Should this be the case, there is no Income Tax/NIC relief available under Part 7 of ITEPA 2003; nor is it available if the securities acquired are subsequently transferred, forfeited or revert to the original owner.

3. Application

This joint election is made not later than 14 days after the date of acquisition of the securities by the employee and applies to:

Number of securities *[insert number]*

Description of securities *[insert description]*

Name of issuer of securities *[insert name of issuer]*

* acquired by the Employee on *[insert date]*

* to be acquired by the Employee between *[dd/mm/yyyy]* and *[dd/mm/yyyy]*

* to be acquired by the Employee after *[dd/mm/yyyy]* under the terms of *[insert scheme/plan name]*

(* delete as appropriate)

4. Extent of Application

This election disappplies (* delete as appropriate):

* S.431(1) ITEPA: All restrictions attaching to the securities, or

* S431(2) ITEPA: The following specified restriction : [details of specified restriction]

5. Declaration

This election will become irrevocable upon the later of its signing or the acquisition (* and each subsequent acquisition) of employment-related securities to which this election applies.

(* delete as appropriate)

In signing this joint election, we agree to be bound by its terms as stated above.

...../...../.....

Signature (Employee) Date

...../...../.....

Signature (for and on behalf of the Company) Date

.....

Position in company

Note: Where the election is in respect of multiple acquisitions, prior to the date of any subsequent acquisition of a security it may be revoked by agreement between the employee and employer in respect of that and any later acquisition.

Appendix 4

Notice Directing Trustee to exchange Interests in Shares

Dear Zedra Trust Company (Guernsey) Limited,

By an agreement (the "**Agreement**") dated 21 January 2020 between you, me and the Company, you agreed under Clause 8.1 of the Agreement to exchange Interests in some or all of the Shares we own jointly.

Unless otherwise specified, defined terms in this notice have the meanings defined in the Agreement.

I believe that I am now entitled to direct you to exchange Interests in Shares under the terms of Clause 8 of the Agreement.

I hereby direct you to exchange our Interests in the Shares so that, following such exchange, I become the beneficial owner of 100% of that number of Shares whose market value is equal to the market value of the Executive Interest on that day of exchange.

Yours sincerely,

DOMINIC F. Silvester

Appendix 5

Notice of Exercise of Trustee Option

[On Trustee Letterhead]

Dear Dominic,

By an agreement (the "**Agreement**") dated 21 January 2020 between you, us and the Company, you granted the Trustee an option, under Clause 9.1 of the Agreement to acquire all or part of your Executive Interest following an event specified in Clauses 5.3, 6.2, 6.3, 7.1 and 7.3.2 of the Agreement.

Unless otherwise specified, defined terms in this notice have the meanings defined in the Agreement.

On [DATE] the Trustee received notice from the Company that [the Market Price on the [Realisation Date] [Vesting date] was less than the Hurdle] [you had [attempted to transfer, assign, charge or otherwise dispose of the Executive Interest] [experienced a Termination of Service for [Cause] [a reason other than those detailed in Clauses 7.1 and 7.2 of the Agreement] [the Performance Condition had not been met in relation to 20% of your Executive Interest] Delete as appropriate..

The Company has determined that the Trustee may exercise the Trust Option to acquire [PERCENTAGE] of your Executive Interest for nil consideration.

By giving this notice, the Trustee is exercising its Trustee Option and by signing and returning this letter, you agree to sell [PERCENTAGE] of your Executive Interest for nil consideration under the terms of the Agreement.

[The Trustee is only exercising the Trustee Option over [PERCENTAGE] of your Executive Interest. The remainder of your Executive Interest remains subject to the terms of the Agreement.]

Yours sincerely,

Zedra Trust Company (Guernsey) Limited

Appendix 6

Performance Condition

The percentage of the Executive Interest (20%) that shall Vest under Clause 6.3 shall be determined by reference to the Company's Growth in FDBVPS for the Performance Period.

"**FDBVPS**" is the fully diluted book value per Common Share as calculated in accordance with the accounting policies and definitions adopted for the purpose of preparation of the annual audited financial statements of the Company, as adjusted to (i) address the impact of any extraordinary capital management transactions, including any special dividends, or the impact of share price movements during the Company's fiscal year on any Company share buy-back program, as determined by the Committee in its sole discretion, (ii) exclude the temporary dilutive impact, if any, of any Company shares issued to an employee benefit trust, as determined by the Committee in its sole discretion and (iii) exclude all selling and other transactional expenses incurred in connection with any transaction which, if consummated, would result in a Change in Control, including without limitation the cost of defending against any such transaction and any third-party legal and advisory costs.

"**Opening FDBVPS**" is the FDBVPS as of January 1, 2020.

"**Performance Period**" is the period between January 1, 2020 and December 31, 2022.

"**Performance Period End FDBVPS**" is the FDBVPS as of the end of the Performance Period.

"**Growth in FDBVPS for the Performance Period**" is calculated as follows: $(\text{Performance Period End FDBVPS} / \text{Opening FDBVPS}) - 1$, expressed as a percentage.

Determining percentage of Executive Interest that Vests

To satisfy the Performance Condition, Growth in FDBVPS for the Performance Period must meet or exceed the amount implied by a compound annual growth rate of the FDBVPS of 10% over the Performance Period (the "**Target**"). By way of illustration only, if the Opening FDBVPS were 100, the Target would be 133.1.

In the event the Target is not met, 20% of the Executive Interest shall not Vest.

Any fractional interest in Common Shares in respect of the Executive Interest that Vests under this Appendix 6 will be rounded up to the nearest whole Common Share.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (“Agreement”) is dated 21 January 2020, between Enstar Group Limited, a Bermuda corporation (“Company”), and Dominic F. Silvester (“Executive”) and amends and restates in its entirety the previous Amended and Restated Employment Agreement dated 12 April 2017.

BACKGROUND

Company desires to continue to employ Executive, and Executive desires to continue to be an employee of Company, on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

TERMS

1. CAPACITY AND DUTIES

1.1. Employment; Acceptance of Employment. Company hereby employs Executive and Executive hereby agrees to continue employment by Company for the period and upon the terms and conditions hereinafter set forth. Effective on the date hereof, this Agreement amends and restates the Amended and Restated Employment Agreement between Company and Executive, dated as of 12 April 2017 (the “Previous Agreement”), in its entirety, and the rights and obligations of each party shall be governed entirely by this Agreement from 21 January 2020 (the “Commencement Date”).

1.2. Capacity and Duties.

- (a) Executive shall serve as Chief Executive Officer of Company. Executive shall perform such duties and shall have such authority consistent with his position as Chief Executive Officer as may from time to time be specified by the Board of Directors of Company, acting reasonably. Executive shall report directly to the Board of Directors of Company. The Company’s principle place of business is in Bermuda. The Executive’s work location has been Bermuda for the period between 1 April 2006 and 16 April 2017. Unless otherwise agreed in the future, the Executive’s work location from 17 April 2017 will be the United Kingdom. It is recognised that extensive travel will be necessary and appropriate in connection with the performance of Executive’s duties hereunder and in particular that certain actions required to be taken to satisfactorily dispose of the duties hereunder must be taken in Bermuda.
- (b) Executive shall devote his full working time and energy, skill and best efforts during his working hours to the performance of his duties hereunder, in a manner that will comply with Company’s rules and policies and will faithfully and diligently further the business and interests of Company. Executive and Company each agree that the nature of the Executive’s position is such that his working time cannot be measured and, accordingly, that his appointment hereunder falls within the scope of regulation 20 of the Working Time Regulations 1998.
- (c) During the Term (as hereinafter defined), Executive shall not be employed by or participate or engage in or in any manner be a part of the management or operation of any business enterprise other than Company without the prior written consent of the Board of Directors of the Company, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything herein to the contrary, nothing shall preclude Executive from (i) serving on the boards of directors of a reasonable number of other companies or corporations or the boards of a reasonable number of trade associations and/or charitable organizations, (ii) engaging in charitable, community and other business affairs, and (iii) managing his personal investments and affairs, provided that such activities do not materially interfere with the proper performance of his responsibilities and duties hereunder.

2. TERM OF EMPLOYMENT

- 2.1. **Term.** The term of Executive's employment hereunder shall commence on the Commencement Date and end on January 22, 2023, as further extended or unless sooner terminated in accordance with the other provisions hereof (the "Term").
- 2.2. **Continuous employment.** The Executive's period of continuous employment with the Company commenced on November 29, 2001.
3. COMPENSATION
- 3.1. **Basic Compensation.** As compensation for Executive's services during the first twelve months of the Term, Company shall pay to Executive an initial salary at the annual rate of £76,870 which shall accrue from day to day and be payable in equal monthly installments by bank transfer to such account as Executive may designate for this purpose and subject to such deductions for income tax and National Insurance contributions (or any equivalent thereof) as may be required by law. For each subsequent twelve-month period of Executive's employment hereunder, Executive's salary shall be in the amount of his initial annual salary as aforesaid with such increases, as may be established by the Board of Directors of Company in consultation with Executive. Once increased, Executive's annual salary cannot be decreased without the written consent of Executive. Executive's annual salary, as determined in accordance with this Section 3.1, is hereinafter referred to as his "Base Salary."
- 3.2. **Performance Bonus.** Executive shall, following the completion of each fiscal year of Company during the Term, be eligible for a performance bonus in accordance with Company's performance bonus plan. Any performance bonus made pursuant to the Company's performance bonus plan shall be calculated by reference to the Executive's Base Salary under the Previous Agreement. Executive shall also be eligible for additional equity and other incentive awards, at a level commensurate with his position and in accordance with the policies and practices of the Company.
- 3.3. **Employee Benefits.** During the Term, Executive shall be entitled to participate in such of Company's employee benefit plans and benefit programs, as may from time to time be provided by Company. If for any reason Executive's location in the United Kingdom precludes such participation, Company shall procure Executive's participation in such other plans and programs as shall most nearly replicate the benefits the Executive would otherwise have received, provided that if this cannot be done on any basis which provides benefits for Executive which, viewed as a whole in relation to each plan or program, are no less favourable to him than the benefits he would otherwise have received, Company shall pay Executive such additional annual salary under Section 3.1 above as shall be equal to the annual value to the Executive of the benefits (calculated, where applicable, based on the Executive's Base Salary under the Previous Agreement, as applicable) he would otherwise have received. In addition, during the Term, Executive shall be entitled to the following:
- (a) a life insurance policy in the amount of five times the Executive's Base Salary under the Previous Agreement, provided that Executive assists Company in the procurement of such policy (including, without limitation, submitting to any required physical examinations and completing accurately to the best of Executive's knowledge any applicable applications and or questionnaires);
 - (b) fully comprehensive medical and dental coverage on a worldwide basis for the Executive, his spouse and dependents and an annual medical examination for the same. The Company further agrees to cover any reasonable medical and dental costs incurred by the Executive, his spouse and dependents during Term, whether or not such costs are covered by the Company's medical insurance policy;
 - (c) long term disability coverage, including coverage for serious illness, and full compensation (inclusive of any United Kingdom statutory sick pay entitlement) to be paid by Company at the same times and in the same manner as Executive's Base Salary for loss of earnings during the period up to and until Executive begins receiving benefits under such long term disability plan. In the event that the generally applicable group long-term disability plan contains a limitation on benefits that would result in Executive's being entitled to benefit payments under such plan which are less than 50% of his Base Salary under the Previous Agreement, Company shall provide Executive with an individual disability policy paying a benefit amount that, when coupled with the group policy benefit payable, would provide Executive with aggregate benefits in connection with

his long-term disability equal to 50% of his Base Salary under the Previous Agreement (provided that, if an individual policy cannot be obtained for such amount on commercially reasonable rates and on commercially reasonable terms, Company shall provide Executive with a policy providing for the greatest amount of individual coverage that is available on such standard terms and rates). Provision of any individual disability policy will also be contingent upon Executive being able to be insured at commercially reasonable rates and on commercially reasonable terms and upon Executive assisting Company in the procurement of such policy (including, without limitation, submitting to any required physical examinations and completing accurately to the best of Executive's knowledge any applicable applications and or questionnaires);

- (d) payment from the Company each year of an annual amount equal to 10% of Executive's Base Salary under the Previous Agreement to Executive or as he may direct in writing as contribution to his pension plans; and
- (e) during the Term, Executive will be reimbursed for one return trip for his family to/from any residence of the Executive outside the United Kingdom each calendar year. Executive's wife may travel business class and his children may travel premium economy class.

3.4. Vacation. During the Term, Executive shall be entitled to a paid vacation of 30 days in each year of the Term together with the usual public holidays. On termination of Executive's employment hereunder, Executive shall be entitled to payment in lieu of accrued but untaken holiday. The amount of such payment in lieu shall be 1/260th of the Executive's annual Base Salary as at date of termination for each untaken day of the entitlement.

3.5. Expense Reimbursement. Company shall reimburse Executive for all reasonable out-of-pocket expenses incurred by him in connection with the performance of his duties hereunder in accordance with its regular reimbursement policies as in effect from time to time.

4. TERMINATION OF EMPLOYMENT

4.1. Death of Executive. If Executive dies during the Term, and for the year in which Executive dies, Company achieves the performance goals established in accordance with any annual cash incentive plan in which Executive participates, Company shall pay Executive's personal representatives or estate an amount equal to the bonus that Executive would have received had he been employed by Company for the full year, multiplied by a fraction, the numerator of which is the number of calendar days Executive was employed in such year and the denominator of which is 365. In addition, Executive's spouse and dependents (if any) shall be entitled for a period of 36 months, to continue to receive medical benefits coverage (as described in Section 3.3) at Company's expense if and to the extent Company was paying for such benefits for Executive's spouse and dependents at the time of Executive's death.

4.2. Disability. If Executive is or has been materially unable for any reason to perform his duties hereunder for 120 days during any period of 150 consecutive days, Company shall have the right to terminate Executive's employment upon 30 days' prior written notice to Executive at any time during the continuation of such inability, in which event Company shall thereafter be obligated to make payments in the amount of Executive's monthly Base Salary under the Previous Agreement for a period of 36 months, periodically in accordance with Company's regular payroll practices and, within 30 days of such notice, shall pay any other amounts (including salary, bonuses, expense reimbursement, etc.) that have been fully earned by, but not yet paid to, Executive under this Agreement as of the date of such termination, subject in each case to such deductions for income tax and National Insurance (or any equivalent thereof) contributions as may be required by law. The amount of payments to Executive under disability insurance policies paid for by Company shall be credited against and shall reduce the amount of Base Salary under the Previous Agreement otherwise payable by Company following termination of employment. If, for the year in which Executive's employment is terminated pursuant to this Section, Company achieves the performance goals established in accordance with any annual cash incentive plan in which Executive participates, Company shall pay Executive an amount equal to the bonus that Executive would have received had he been employed by Company for the full year, multiplied by a fraction, the numerator of which is the number of calendar days Executive was employed in such year and the denominator of which is 365. Executive shall be entitled for a period of 36 months, to continue to receive at Company's expense medical benefits coverage (as described in Section 3.3) for Executive and Executive's spouse and dependents (if any) if and

to the extent Company was paying for such benefits to Executive and Executive's spouse and dependents at the time of such termination.

4.3. Termination for Cause or without Good Reason. Executive's employment hereunder shall terminate immediately upon notice that the Board of Directors of Company is terminating Executive for Cause (as defined herein) or upon notice from Executive that Executive is resigning without Good Reason (as defined in Section 4.4(c)), in which event, subject to Section 4.5(b), Company shall not thereafter be obligated to make any further payments hereunder other than amounts (including salary, expense reimbursement, etc.) that have been fully earned by, but not yet paid to, Executive under this Agreement as of the date of such termination. "Cause" shall mean (a) fraud or dishonesty in connection with Executive's employment that results in a material injury to Company, (b) conviction of any felony or crime involving fraud or misrepresentation or (c) after Executive has received written notice of the specific material and continuing failure of Executive to perform his duties hereunder (other than by reason of death or disability) and has failed to cure such failure within 30 days of receipt of the notice, or (d) material and continuing failure to follow reasonable and lawful instructions of the Board of Directors after Executive has received prior written notice of the specific material and continuing failure to follow such instructions and has failed to cure such failure within 30 days of receipt of the notice.

4.4. Termination without Cause or for Good Reason.

- (a) If (1) Executive's employment is terminated by Company for any reason other than Cause or the death or disability of Executive, or (2) Executive's employment is terminated by Executive for Good Reason (as defined herein):
- (i) Company shall pay Executive any amounts (including salary, bonuses, expense reimbursement, etc.) that have been fully earned by, but not yet paid to, Executive under this Agreement as of the date of such termination, together with any payment in lieu of accrued but untaken holiday;
 - (ii) Company shall pay Executive a lump sum amount equal to three times the Base Salary under the Previous Agreement less any amount received by Executive pursuant to 4.5(a)(i), subject to such deductions for income tax and National Insurance (or any equivalent thereof) contributions as may be required by law;
 - (iii) Executive shall be entitled to continue to receive medical benefits coverage (as described in Section 3.3) for Executive and Executive's spouse and dependents (if any) at Company's expense for a period of 36 months;
 - (iv) Anything to the contrary in any other agreement or document notwithstanding, each outstanding equity incentive award (other than an award subject to the Joint Ownership Agreement (as defined in Exhibit B.1)) granted to Executive before, on or within three years after the Commencement Date shall become immediately vested and exercisable on the date of such termination;
 - (v) Company shall pay Executive a lump sum amount pursuant to the operation of Exhibit B.1 subject to such deductions for income tax and National Insurance (or any equivalent thereof) contributions as may be required by law; and
 - (vi) In addition, if, for the year in which Executive is terminated, Company achieves the performance goals established in accordance with any annual cash incentive plan in which Executive participates, Company shall pay an amount equal to the bonus that Executive would have received had he been employed by Company for the full year.
- (b) Upon making the payments described in this Section 4.4, Company shall have no further obligation to Executive under this Agreement. To the extent that the payments to be made under this Section 4.4 are damages (which is not admitted), Company and Executive agree that the terms of this Section 4.4 represent a genuine pre-estimate of the loss to the Executive that would arise on termination of employment hereunder in the circumstances described and does not constitute a

penalty. Company waives any requirement on Executive to mitigate his losses in respect of such termination.

- (c) "Good Reason" shall mean the following:
- (i) material breach of Company's obligations hereunder, provided that Executive shall have given written notice thereof to Company, and Company shall have failed to remedy the breach within 30 days;
 - (ii) the relocation of Executive's principal business office outside of the United Kingdom, without the Executive's prior agreement; or
 - (iii) any material reduction in Executive's duties or authority.

4.5. Change in Control.

- (a) If, during the Term, there should be a Change in Control (as defined herein):
- (i) Company shall pay Executive a lump sum amount equal to three times Executive's Base Salary under the Previous Agreement, subject to such deductions for income tax and National Insurance contributions as may be required by law;
 - (ii) Anything to the contrary in any other agreement or document notwithstanding, each outstanding equity incentive award (other than an award subject to the Joint Ownership Agreement) granted to Executive before, on or within three years after the Commencement Date shall become immediately vested and exercisable on the date of such Change in Control; and
 - (iii) Company shall pay Executive a lump sum amount pursuant to the operation of Exhibit B.2 subject to such deductions for income tax and National Insurance (or any equivalent thereof) contributions as may be required by law.
- (b) If on, or within 30 days of, completion of a Change in Control falling within the definition of Section 4.5(c)(i) or (iii) below, Executive terminates his employment without Good Reason (as defined in Section 4.4) because he does not want to work for the acquiring person, entity or group, Executive shall be entitled to continue to receive medical benefits coverage (as described in Section 3.3) for Executive and Executive's spouse and dependents (if any) at Company's expense for a period of 36 months from the date on which his employment with the Company terminates.
- (c) A "Change in Control" of Company shall mean:
- (i) the acquisition by any person, entity or "group" required to file a Schedule 13D or Schedule 14D-1 under the United States Securities Exchange Act of 1934 (the "1934 Act") (excluding, for this purpose, Company, its subsidiaries, any employee benefit plan of Company or its subsidiaries which acquires ownership of voting securities of Company, and any group that includes Executive) of beneficial ownership (within the meaning of Rule 13d-3 under the 1934 Act) of 50% or more of either the then outstanding ordinary shares or the combined voting power of Company's then outstanding voting securities entitled to vote generally in the election of directors;
 - (ii) the election or appointment to the Board of Directors of Company, or resignation of or removal from the Board, of directors with the result that the individuals who as of the date hereof constituted the Board (the "Incumbent Board") no longer constitute at least a majority of the Board, provided that any person who becomes a director subsequent to the date hereof whose appointment, election, or nomination for election by Company's shareholders, was approved by a vote of at least a majority of the Incumbent Board (other than an appointment, election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election

of the directors of Company) shall be, for purposes of this Agreement, considered as though such person were a member of the Incumbent Board; or

- (iii) consummation of: (i) a reorganization, merger or consolidation by reason of which persons who were the shareholders of Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50% of the combined voting power of the reorganized, merged or consolidated company's then outstanding voting securities entitled to vote generally in the election of directors, or (ii) a liquidation or dissolution of Company or the sale, transfer, lease or other disposition of all or substantially all of the undertaking or assets of Company (whether such assets are held directly or indirectly).

5. RESTRICTIVE COVENANTS

5.1. Restrictive Covenants.

- (a) Executive acknowledges that he is one of a small number of key executives and that in such capacity, he will have access to confidential information of the Company and will engage in key client relationships on behalf of the Company and that it is fair and reasonable for protection of the legitimate interests of the Company and the other key executives of the Company that he should accept the restrictions described in Exhibit A hereto.
- (b) Promptly following Executive's termination of employment, Executive shall return to the Company all property of the Company, and all documents, accounts, letters and papers of every description relating to the affairs and business of the Company or any of its subsidiaries, and copies thereof in Executive's possession or under his control, other than any such in Executive's possession or under his control in his capacity as a stockholder of Company or that are available publicly.
- (c) Executive acknowledges and agrees that the covenants and obligations of Executive in Exhibit A and this Section 5.1 relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Executive agrees that the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) restraining Executive from committing any violation of the covenants and obligations contained in Exhibit A and this Section 5.1. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity.
- (d) Executive agrees that if he applies for, or is offered employment by (or is to provide consultancy services to) any other person, firm, company, business entity or other organization whatsoever (other than an affiliate of the Company) during the restriction periods set forth in Exhibit A, he shall promptly, and before entering into any contract with any such third party, provide to such third party a full copy of Exhibit A and this Section 5.1 in order to ensure that such other party is fully aware of Executive's obligations hereunder.

5.2. Intellectual Property Rights. Executive recognizes and agrees that Executive's duties for the Company may include the preparation of materials, including written or graphic materials for the Company or its affiliate, and that any such materials conceived or written by Executive shall be made in the course of his employment for the purposes of section 11(2) of the Copyright, Designs and Patents Act 1988. Executive agrees that because any such work is so made, the Company (or the relevant affiliate of the Company) will solely retain and own all copyright in said materials. Executive agrees to disclose and assign to the Company his entire right, title and interest in and to all other intellectual property rights in such work and all inventions and improvements related to the Company's business or to the business of the Company's affiliates (including, but not limited to, all financial and sales information), whether patentable or not, whether made or conceived by him individually or jointly with others at any time during his employment by the Company hereunder. Such inventions and improvements are to become and remain the property of the Company and Executive shall take such actions as are reasonably necessary to effectuate the foregoing.

6. MISCELLANEOUS

- 6.1. Key Employee Insurance.** Company shall have the right at its expense to purchase insurance on the life of Executive, in such amounts as it shall from time to time determine, of which Company shall be the beneficiary. Executive shall submit to such physical examinations as may reasonably be required and shall otherwise cooperate with Company in obtaining such insurance.
- 6.2. Indemnification/Litigation.** Company shall indemnify and defend Executive against all claims arising out of Executive's activities as an officer or employee of Company or its affiliates to the fullest extent permitted by law and under Company's organizational documents. During the Term and for six years following the end of the Term, Executive shall be entitled to be covered by a policy of directors' and officers' liability insurance on commercially reasonable terms sufficient to cover the risk to Executive that would reasonably be expected to result from his activities as aforesaid and a copy of the policy shall be provided to Executive upon his request from time to time. To the extent permitted by law, Executive will, also continue to receive the benefit of the Director Indemnification Agreement between the Executive and the Company dated January 31, 2007, and the benefit of any variation to or replacement of the Director Indemnification Agreement agreed by the parties during the term. At the request of Company, Executive shall during and after the Term render reasonable assistance to Company in connection with any litigation or other proceeding involving Company or any of its affiliates, unless precluded from so doing by law. Company shall provide reasonable compensation to Executive for such assistance rendered after the Term.
- 6.3. Indemnification/Taxation.** Company recognizes that Executive has and will continue to spend significant time in jurisdictions outside of Executive's tax residence, and that while outside his tax residence Executive has and will continue to discharge his duties for Company. Company agrees as follows:
- (a) to indemnify Executive for any liability for, or in connection with, any taxation relating to Executive's compensation in any jurisdiction other than the Executive's tax residence (those being the work locations for the relevant periods specified at clause 1.2(a) herein) for the period for which the relevant tax claim or demand is made, which arises as a direct consequence of the Executive being in that jurisdiction in order to discharge his duties to Company prior to and/or after Commencement Date; and
 - (i) to provide all reasonable support to Executive in responding to any such claim or demand for or in connection with taxation by any statutory authority outside the jurisdiction of his tax residence; and
 - (ii) to indemnify Executive for all costs and expenses reasonably incurred by Executive (including legal fees) in responding to or defending any such claims or demands; and
 - (b) to engage a service provider to prepare all required tax filings by any statutory authority outside of the Executive's tax residence arising due to Executive discharging his duties outside of his tax residence and related to Executive's compensation from Company, provided, however that Executive shall have the right to have his own personal tax adviser participate in the review and preparation of the filings.

In indemnifying Executive, Company will pay any liabilities, costs or expenses the subject of the indemnity without undue delay. The Company will ensure that the net sum received by Executive pursuant to the indemnity (if deductions are payable for tax, statutory charges or National Insurance contributions) covers all such liabilities, costs or expenses, with such net sum calculated by the Company or its service provider; provided, however that Executive shall have the right to have his own personal tax adviser participate in the review of the calculation to the extent reasonably practicable.

- 6.4. No Mitigation.** In no event shall Executive be required to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under this Agreement, and such amounts shall not be reduced whether or not Executive obtains other employment after termination of his employment hereunder.
- 6.5. Severability.** The invalidity or unenforceability of any particular provision or part of any provision of this Agreement shall not affect the other provisions or parts hereof.

6.6. **Assignment; Benefit.** This Agreement shall not be assignable by Executive, and shall be assignable by Company only with the Executive's consent and only to any person or entity which may become a successor in interest (by purchase of assets or stock, or by merger, or otherwise) to Company in the business or substantially all of the business presently operated by it. Any Change in Control is deemed an assignment. Subject to the foregoing, this Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective permitted successors, assigns, heirs, executors and administrators.

6.7. **Notices.** All notices hereunder shall be in writing and shall be sufficiently given if hand-delivered, sent by documented overnight delivery service or registered or certified mail, postage prepaid, return receipt requested or by email, addressed as set forth below or to such other person and/or at such other address as may be furnished in writing by any party hereto to the other. Any such notice shall be deemed to have been given as of the date received, in the case of personal delivery, or on the date shown on the receipt or confirmation therefor, in all other cases. Any and all service of process and any other notice in any action, suit or proceeding shall be effective against any party if given as provided in this Agreement; provided that nothing herein shall be deemed to affect the right of any party to serve process in any other manner permitted by law.

(a) If to Company:
Enstar Group Limited
P.O. Box HM 2267
Windsor Place, 3rd Floor
22 Queen Street
Hamilton HM JX
Bermuda

Attention: President
Email: Email address on file in Company database

With copies to: General Counsel
Email: Email address on file in Company database

(b) If to Executive:
Dominic F. Silvester
Address on File with the Company's Human Resources Staff

Email: Email address on file in Company database

6.8. **Entire Agreement; Modification; Advice of Counsel.**

(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the matters contemplated herein and supersedes all prior agreements and understandings with respect thereto. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this Section 6.8(a) shall limit or exclude any liability for fraud.

(b) No addendum, amendment, modification, or waiver of this Agreement shall be effective unless in writing. Neither the failure nor any delay on the part of any party to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy with respect to such occurrence or with respect to any other occurrence.

(c) Executive acknowledges that he has been afforded an opportunity to consult with his counsel with respect to this Agreement.

- 6.9. Collective Agreements.** There is no collective agreement which directly affects Executive's employment hereunder.
- 6.10. Third Party Rights.** No one other than a party to this agreement shall have any right to enforce any of its terms.
- 6.11. Governing Law.** This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of England and Wales, without giving effect to otherwise applicable principles of conflicts of law.
- 6.12. Jurisdiction.** Company and Executive irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 6.13. Headings; Counterparts.** The headings of paragraphs in this Agreement are for convenience only and shall not affect its interpretation. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute the same Agreement.
- 6.14. Further Assurances.** Each of the parties hereto shall execute such further instruments and take such additional actions as the other party shall reasonably request in order to effectuate the purposes of this Agreement.
- 6.15. Clawback Right.** Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation paid to Executive pursuant to this Agreement or any other agreement or arrangement with Company that is subject to recovery under any law, government regulation, stock exchange listing requirement or Company policy approved by the Board and notified to the Executive, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation, stock exchange listing requirement or Company policy.
- 6.16. Withholding.** All payments to Executive hereunder are subject to such deductions for income tax and National Insurance (or any equivalent thereof) as may be required by law.

[signature page follows]

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a **deed** on behalf of
ENSTAR GROUP LIMITED,
a Company incorporated under the
laws of Bermuda, by

being a person who, in accordance with the
laws of that territory, is acting under the
authority of the Company

Authorised Signatory

/s/ Guy Bowker

Signed as a **deed** by
Dominic F. Silvester
in the presence of:

/s/ Dominic F. Silvester
Dominic F. Silvester

Signature of witness /s/ Shoushan Eretzian

Name of witness: Shoushan Eretzian

Address of witness: 37 De Lara Way, Woking, Surrey, GU21 6NY

Occupation of witness: Accountant

Exhibit A

Restrictive Covenants

- A.** Noncompetition. During the Term and, if Executive fails to remain employed through January 22, 2023, for a period of eighteen (18) months after Executive's employment terminates (the "Restriction Period"), Executive shall not, without the prior written permission of the Board, directly or indirectly engage in any Competitive Activity. The term "Competitive Activity" shall include (i) entering the employ of, or rendering services to, any person, firm or corporation engaged in the insurance and reinsurance run-off or any other business in which the Company or any of its affiliates has been engaged at any time during the last twelve months of the Term and to which Executive has rendered services or about which Executive has acquired Confidential Information or by which Executive has been engaged at any time during the last twelve months of his period of employment hereunder and in each case in any jurisdiction in which the Company or any of its affiliates has conducted substantial business (hereinafter defined as the "Business"); (ii) engaging in the Business for Executive's own account or becoming interested in any such Business, directly or indirectly, as an individual, partner, shareholder, member, director, officer, principal, agent, employee, trustee, consultant, or in any other similar capacity; provided, however, nothing in this Paragraph A shall prohibit Executive from owning, solely as a passive investment, 5% or less of the total outstanding securities of a publicly-held company, or any interest held by Executive in a privately-held company as of the date of this Agreement; provided further that the provisions of this Paragraph A shall not apply in the event Executive's employment with the Company is terminated without Cause or with Good Reason.
- B.** Confidentiality. Without the prior written consent of the Company, except to the extent required by an order of a court or tribunal having competent jurisdiction or under subpoena from an appropriate regulatory authority, Executive shall not disclose and shall use his best endeavours to prevent the disclosure of any trade secrets, customer lists, market data, marketing plans, sales plans, management organization information (including data and other information relating to members of the Board and management), operating policies or manuals, business plans or financial records, or other financial, commercial, business or technical information relating to the Company or any of its subsidiaries or affiliates or information designated as confidential or proprietary that the Company or any of its subsidiaries or affiliates may receive belonging to clients or others who do business with the Company or any of its subsidiaries or affiliates (collectively, "Confidential Information") to any third person unless such Confidential Information has been previously disclosed to the public by the Company or any of its subsidiaries or affiliates or is in the public domain (other than by reason of Executive's breach of this Paragraph B). In the event that Executive is required to disclose Confidential Information in a legal proceeding, Executive shall provide the Company with notice of such request as soon as reasonably practicable, so that the Company may timely seek an appropriate protective order or waive compliance with this Paragraph B, except if such notice would be unlawful or would place Executive in breach of an order of a court or tribunal having competent jurisdiction or of any applicable regulatory rules or codes of practice or of an undertaking he is required to give by law or regulation. Nothing in this Agreement prohibits or restricts Executive (or Executive's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or any other regulatory authority regarding possible violations of applicable law or making other disclosures that are protected under the whistleblower provisions of any applicable law.
- C.** Non-Solicitation of Employees. During the Restriction Period, Executive shall not, without the prior written permission of the Board, directly or indirectly induce any Senior Employee of the Company or any of its affiliates to terminate employment with such entity, and shall not directly or indirectly, either individually or as owner, agent, employee, consultant or otherwise, offer employment to or employ any Senior Employee unless such person shall have ceased to be employed by the Company or any affiliate for a period of at least six (6) months. For the purpose of this Paragraph C, "Senior Employee" shall mean a person who, at any time during the last twelve months of Executive's period of employment hereunder:
- (i) is engaged or employed (other than in a clerical, secretarial or administrative capacity) as an employee, director or consultant of the Company or its affiliates; and
 - (ii) is or was engaged in a capacity in which he obtained Confidential Information; and

(iii) had personal dealings with Executive.

- D. Non-Disparagement. Save as may be required by law or by any applicable regulatory rules or codes of practice or an order of a court or tribunal of competent jurisdiction, Executive shall not do or say anything adverse or harmful to, or otherwise disparaging of, the Company or its subsidiaries and their respective goodwill. Save as may be required as aforesaid, the Company shall not, and shall use its reasonable endeavours to ensure that its officers, directors, employees and subsidiaries do not, do or say anything adverse or harmful to, or otherwise disparaging of, Executive and his goodwill; provided that no action by either party in connection with the enforcement of its rights hereunder shall be construed as a violation of this Paragraph D.
- E. Definition. In this Exhibit A, "directly or indirectly" (without prejudice to the generality of the expression) means whether as principal or agent (either alone or jointly or in partnership with any other person, firm or company) or as a shareholder, member or holder of loan capital in any other company or being concerned or interested in any other person, firm or company and whether as a director, partner, consultant, employee or otherwise.
- F. Severability. Each of the provisions contained in this Exhibit A is and shall be construed as separate and severable and if one or more of such provisions is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade or unenforceable in whole or in part for any reason, the remaining provisions of this Exhibit A or part thereof, as appropriate, shall continue to be in full force and effect.

EXHIBIT B.1

Reference is made to the Joint Ownership Agreement dated January 21, 2020 between the Company and Executive (the "Joint Share Ownership Agreement"). Terms used in this Exhibit B.1 and not otherwise defined in this Exhibit B.1 shall have the meaning assigned thereto in the Joint Share Ownership Agreement.

It is acknowledged that, pursuant to the Joint Share Ownership Agreement, if prior to the Vesting date (1) Executive's employment is terminated by Company for any reason other than Cause or the death or disability of Executive, or (2) Executive's employment is terminated by Executive for Good Reason, the Executive Interest shall continue to be held by the Executive (or his estate or beneficiaries, as the case may be) on the terms of the Joint Share Ownership Agreement.

If the Executive Interest Vests on the third anniversary of the Grant Date and, on that date:

- (A) The Hurdle is met (whether or not, for the avoidance of doubt, the Executive ultimately realizes any value in respect of the Executive Interest), Executive shall not be entitled to any compensation pursuant to Section 4.4(a)(v) of the Amended and Restated Employment Agreement between the Company and the Executive, dated January 21, 2020 ; and
- (B) If the Hurdle is not met, Executive shall be entitled to receive within 30 days following the Vesting date a cash payment in an amount equal to \$27 million (subject to such deductions for income tax and National Insurance contributions (or any equivalent thereof) as may be required by law) less any amount received by Executive in respect of the Executive Interest.

For the avoidance of doubt, no amount shall be paid under this Exhibit B.1 if any amount has been paid to Executive pursuant to Exhibit B.2.

EXHIBIT B.2

Reference is made to the Joint Ownership Agreement dated January 21, 2020 between the Company and Executive (the "Joint Share Ownership Agreement"). Terms used in this Exhibit B.2 and not otherwise defined in this Exhibit B.2 shall have the meaning assigned thereto in the Joint Share Ownership Agreement.

If the Executive Interest Vests upon a Change in Control, Executive shall be entitled to receive within 30 days following the Vesting date a cash payment (subject to such deductions for income tax and National Insurance contributions (or any equivalent thereof) as may be required by law) equal to either:

- a. \$34 million less any amount realized by Executive in respect of the Executive Interest in the event the Hurdle is met at the time of the Change in Control; or
- b. \$27 million less any amount received by Executive in respect of the Executive Interest in the event the Hurdle is not met.

For the avoidance of doubt, if the Executive Interest does not Vest pursuant to Clause 11.2 of the Joint Share Ownership Agreement on a Change in Control, Executive shall not receive a cash payment pursuant to Section 4.5(a)(iii) of the Amended and Restated Employment Agreement between the Company and the Executive, dated January 21, 2020.

For the avoidance of doubt, no amount shall be paid under this Exhibit B.2 if any amount has been paid to Executive pursuant to Exhibit B.1.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is dated as of January 21, 2020 between Enstar Group Limited, a Bermuda corporation ("Company"), and Paul O'Shea ("Executive") and amends and restates in its entirety all previous Employment Agreements between Company and Executive.

BACKGROUND

Company desires to continue to employ Executive, and Executive desires to continue to be an employee of Company, on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

TERMS

1. CAPACITY AND DUTIES

1.1. **Employment; Acceptance of Employment.** Company hereby employs Executive and Executive hereby agrees to continue employment by Company for the period and upon the terms and conditions hereinafter set forth. Effective on the date hereof, this Agreement replaces the Employment Agreement between Company and Executive, dated as of May 19, 2017, and the rights and obligations of each party shall be governed entirely by this Agreement from January 21, 2020 (the "Commencement Date").

1.2. **Capacity and Duties.**

(a) Executive shall serve as President of Company. Executive shall perform such duties and shall have such authority consistent with his position as may from time to time be specified by the Chief Executive Officer of Company, acting reasonably. Executive shall report directly to the Chief Executive Officer of Company and his place of business shall be Company's office in Bermuda. It is recognised that extensive travel may be necessary or appropriate in connection with the performance of Executive's duties hereunder and in particular that certain actions required to be taken to satisfactorily dispose of the duties hereunder must be taken in Bermuda.

(b) Executive shall devote his full working time and energy, skill and best efforts during his working hours to the performance of his duties hereunder, in a manner that will comply with Company's rules and policies and will faithfully and diligently further the business and interests of Company.

(c) During the Term (as hereinafter defined), Executive shall not be employed by or participate or engage in or in any manner be a part of the management or operation of any business enterprise other than Company without the prior written consent of the Board of Directors of the Company, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything herein to the contrary, nothing shall preclude Executive from (i) serving on the boards of directors of a reasonable number of other companies or corporations or the boards of a reasonable number of trade associations and/or charitable organizations, provided the Company's written consent is obtained prior to accepting such position, (ii) engaging in charitable, community and other business affairs, and (iii) managing his personal investments and affairs, provided that such activities do not materially interfere with the proper performance of his responsibilities and duties hereunder.

2. TERM OF EMPLOYMENT

2.1 **Term.** The term of Executive's employment hereunder shall commence on the Commencement Date and end on March 1, 2023, as further extended or unless sooner terminated in accordance with the other provisions hereof (the "Term").

2.2 **Continuous Employment.** The Executive's period of continuous employment with the Company commenced on November 29, 2001.

3. COMPENSATION

3.1 **Basic Compensation.** As compensation for Executive's services during the first twelve months of the Term, Company shall pay to Executive a salary at the annual rate of \$1,500,000 payable in periodic installments in accordance with Company's regular payroll practices in effect from time to time. For each subsequent twelve-month period of Executive's employment hereunder, Executive's salary shall be in the amount of his initial annual salary with such increases, as may be established by the Compensation Committee of the Board of Directors of Company in consultation with Executive. Once increased, Executive's annual salary cannot be decreased without the written consent of Executive. Executive's annual salary, as determined in accordance with this Section 3.1, is hereinafter referred to as his "Base Salary."

3.2 **Performance Bonus.** Executive shall, following the completion of each fiscal year of Company during the Term, be eligible for a performance bonus in accordance with Company's performance bonus plan. Executive shall also be eligible for additional equity and other incentive awards, at a level commensurate with his position and in accordance with the policies and practices of the Company.

3.3 **Employee Benefits.** During the Term, Executive shall be entitled to participate in such of Company's employee benefit plans and benefit programs, as may from time to time be provided by Company. In addition, during the Term, Executive shall be entitled to the following:

(a) a life insurance policy in the amount of five times the Executive's Base Salary, provided that Executive assists Company in the procurement of such policy (including, without limitation, submitting to any required physical examinations and completing accurately to the best of Executive's knowledge any applicable applications and or questionnaires);

(b) fully comprehensive medical and dental coverage on a worldwide basis for the Executive, his spouse and dependents and an annual medical examination for same;

(c) long term disability coverage, including coverage for serious illness, and full compensation paid by Company during the period up to and until Executive begins receiving benefits under such long term disability plan. In the event that the generally applicable group long-term disability plan contains a limitation on benefits that would result in Executive's being entitled to benefit payments under such plan which are less than 50% of his Base Salary, Company shall provide Executive with an individual disability policy paying a benefit amount that, when coupled with the group policy benefit payable, would provide Executive with aggregate benefits in connection with his long-term disability equal to 50% of Base Salary (provided that, if an individual policy cannot be obtained for such amount on commercially reasonable rates and on commercially reasonable terms, Company shall provide Executive with a policy providing for the greatest amount of individual coverage that is available on such standard terms and rates). Provision of any individual disability policy will also be contingent upon Executive being able to be insured at commercially reasonable rates and on commercially reasonable terms and upon Executive assisting Company in the procurement of such policy (including, without limitation, submitting to any required physical examinations and completing accurately to the best of Executive's knowledge any applicable applications and or questionnaires); and

(d) payment from the Company of an amount equal to 10% of Executive's Base Salary each year to Executive as contribution to his pension plans.

3.4 **Vacation.** During the Term, Executive shall be entitled to a paid vacation of 30 days in each year of the Term together with the usual public holidays.

3.5 **Expense Reimbursement.** Company shall reimburse Executive for all reasonable out-of-pocket expenses incurred by him in connection with the performance of his duties hereunder in accordance with its regular reimbursement policies as in effect from time to time.

4. TERMINATION OF EMPLOYMENT

4.1 **Death of Executive.** If Executive dies during the Term, and for the year in which Executive dies, Company achieves the performance goals established in accordance with any incentive plan in which Executive participates, Company shall pay Executive's estate an amount equal to the bonus that Executive would have received had he been employed by Company for the full year, multiplied by a fraction, the numerator of which is the number of calendar days Executive was employed in such year and the denominator of which is 365. In addition,

Executive's spouse and dependents (if any) shall be entitled for a period of 36 months, to continue to receive medical benefits coverage (as described in Section 3.3) at Company's expense if and to the extent Company was paying for such benefits for Executive's spouse and dependents at the time of Executive's death.

4.2 **Disability.** If Executive is or has been materially unable for any reason to perform his duties hereunder for 120 days during any period of 150 consecutive days, Company shall have the right to terminate Executive's employment upon 30 days' prior written notice to Executive at any time during the continuation of such inability, in which event Company shall thereafter be obligated to continue to pay Executive's Base Salary for a period of 36 months, periodically in accordance with Company's regular payroll practices and, within 30 days of such notice, shall pay any other amounts (including salary, bonuses, expense reimbursement, etc.) that have been fully earned by, but not yet paid to, Executive under this Agreement as of the date of such termination. The amount of payments to Executive under disability insurance policies paid for by Company shall be credited against and shall reduce the Base Salary otherwise payable by Company following termination of employment. If, for the year in which Executive's employment is terminated pursuant to this Section, Company achieves the performance goals established in accordance with any incentive plan in which Executive participates, Company shall pay Executive an amount equal to the bonus that Executive would have received had he been employed by Company for the full year, multiplied by a fraction, the numerator of which is the number of calendar days Executive was employed in such year and the denominator of which is 365. Executive shall be entitled for a period of 36 months, to continue to receive at Company's expense medical benefits coverage (as described in Section 3.3) for Executive and Executive's spouse and dependents (if any) if and to the extent Company was paying for such benefits to Executive and Executive's spouse and dependents at the time of such termination.

4.3 **Termination for Cause or without Good Reason.** Executive's employment hereunder shall terminate immediately upon notice that the Board of Directors of Company is terminating Executive for Cause (as defined herein) or upon notice from Executive that Executive is resigning without Good Reason (as defined in Section 4.4(c)), in which event Company shall not thereafter be obligated to make any further payments hereunder other than amounts (including salary and expense reimbursement) that have been fully earned by, but not yet paid to, Executive under this Agreement as of the date of such termination. "Cause" shall mean (a) fraud or dishonesty in connection with Executive's employment that results in a material injury to Company, (b) conviction of any felony or crime involving fraud or misrepresentation or (c) after Executive has received written notice of the specific material and continuing failure of Executive to perform his duties hereunder (other than by reason of death or disability) and has failed to cure such failure within 30 days of receipt of the notice, or (d) material and continuing failure to follow reasonable and lawful instructions of the Board of Directors after Executive has received prior written notice of the specific material and continuing failure to follow such instructions and has failed to cure such failure within 30 days of receipt of the notice.

4.4 **Termination without Cause or for Good Reason.**

(a) If (1) Executive's employment is terminated by Company for any reason other than Cause or the death or disability of Executive, or (2) Executive's employment is terminated by Executive for Good Reason (as defined herein):

(i) Company shall pay Executive any amounts (including salary, bonuses, expense reimbursement, etc.) that have been fully earned by, but not yet paid to, Executive under this Agreement as of the date of such termination, together with any payment in lieu of accrued but untaken holiday;

(ii) Company shall pay Executive a lump sum amount equal to three times the Base Salary payable to him as of the date of such termination;

(iii) Executive shall be entitled to continue to receive medical benefits coverage (as described in Section 3.3) for Executive and Executive's spouse and dependents (if any) at Company's expense for a period of 36 months;

(iv) Anything to the contrary in any other agreement or document notwithstanding, each outstanding equity incentive award granted to Executive before, on or within three years after the Commencement Date shall become immediately vested and exercisable on the date of such termination; and

(v) In addition, if, for the year in which Executive is terminated, Company achieves the performance goals established in accordance with any incentive plan in which Executive participates, Company

shall pay an amount equal to the bonus that Executive would have received had he been employed by Company for the full year.

(b) Upon making the payments described in this Section 4.4, Company shall have no further obligation to Executive under this Agreement. To the extent that the payments to be made under this Section 4.4 are damages (which is not admitted), Company and Executive agree that the terms of this Section 4.4 represent a genuine pre-estimate of the loss to the Executive that would arise on termination of employment hereunder in the circumstances described and does not constitute a penalty. Company waives any requirement on Executive to mitigate his losses in respect of such termination.

(c) "Good Reason" shall mean the following:

(i) material breach of Company's obligations hereunder, provided that Executive shall have given written notice thereof to Company, and Company shall have failed to remedy the breach within 30 days;

(ii) the relocation of Executive's principal business office outside of Bermuda without the Executive's prior agreement;

or

(iii) any material reduction in Executive's duties or authority.

4.5 **Change in Control.**

(a) If, during the Term, there should be a Change of Control (as defined herein), and within 1 year thereafter either (i) Executive's employment should be terminated for any reason other than for Cause or the death or disability of Executive or (ii) Executive terminates his employment for Good Reason (as defined in Section 4.4):

(i) Company shall pay Executive any amounts (including salary, bonuses, expense reimbursement, etc.) that have been fully earned by, but not yet paid to, Executive under this Agreement as of the date of such termination, together with any payment in lieu of accrued but untaken holiday;

(ii) Company shall pay Executive a lump sum amount equal to three times Executive's Base Salary as of the date of such termination;

(iii) Executive shall be entitled to continue to receive medical benefits coverage (as described in Section 3.3) for Executive and Executive's spouse and dependents (if any) at Company's expense for a period of 36 months;

(iv) Anything to the contrary in any other agreement or document notwithstanding, each outstanding equity incentive award granted to Executive before, on or after the date hereof shall become immediately vested and exercisable on the date of such termination; and

(v) In addition, if, for the year in which Executive is terminated, Company achieves the performance goals established in accordance with any incentive plan in which Executive participates, Company shall pay an amount equal to the bonus that Executive would have received had he been employed by Company for the full year.

(b) Upon making the payments described in this Section 4.5, Company shall have no further obligation to Executive under this Agreement. To the extent that the payments to be made under this Section 4.5 are damages (which is not admitted), Company and Executive agree that the terms of this Section 4.5 represent a genuine pre-estimate of the loss to the Executive that would arise on termination of employment hereunder in the circumstances described and does not constitute a penalty. Company waives any requirement on Executive to mitigate his losses in respect of such termination.

(c) A "Change in Control" of Company shall mean:

(i) the acquisition by any person, entity or "group" required to file a Schedule 13D or Schedule 14D-1 under the United States Securities Exchange Act of 1934 (the "1934 Act") (excluding, for this purpose, Company, its subsidiaries, any employee benefit plan of Company or its subsidiaries which acquires

ownership of voting securities of Company, and any group that includes Executive) of beneficial ownership (within the meaning of Rule 13d-3 under the 1934 Act) of 50% or more of either the then outstanding ordinary shares or the combined voting power of Company's then outstanding voting securities entitled to vote generally in the election of directors;

(ii) the election or appointment to the Board of Directors of Company, or resignation of or removal from the Board, of directors with the result that the individuals who as of the date hereof constituted the Board (the "Incumbent Board") no longer constitute at least a majority of the Board, provided that any person who becomes a director subsequent to the date hereof whose appointment, election, or nomination for election by Company's shareholders, was approved by a vote of at least a majority of the Incumbent Board (other than an appointment, election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of Company) shall be, for purposes of this Agreement, considered as though such person were a member of the Incumbent Board; or

(iii) approval by the shareholders of Company of: (i) a reorganization, merger or consolidation by reason of which persons who were the shareholders of Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50% of the combined voting power of the reorganized, merged or consolidated company's then outstanding voting securities entitled to vote generally in the election of directors, or (ii) a liquidation or dissolution of Company or the sale, transfer, lease or other disposition of all or substantially all of the undertaking or assets of Company (whether such assets are held directly or indirectly).

5. RESTRICTIVE COVENANTS

5.1 Restrictive Covenants.

(a) Executive acknowledges that he is one of a small number of key executives and that in such capacity, he will have access to confidential information of the Company and will engage in key client relationships on behalf of the Company and that it is fair and reasonable for protection of the legitimate interests of the Company and the other key executives of the Company that he should accept the restrictions described in Exhibit A hereto.

(b) Promptly following Executive's termination of employment, Executive shall return to the Company all property of the Company, and all documents, accounts, letters and papers of every description relating to the affairs and business of the Company or any of its subsidiaries, and copies thereof in Executive's possession or under his control, other than any such in Executive's possession or under his control in his capacity as a stockholder of Company or that are available publicly.

(c) Executive acknowledges and agrees that the covenants and obligations of Executive in Exhibit A and this Section 5.1 relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Executive agrees that the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) restraining Executive from committing any violation of the covenants and obligations contained in Exhibit A and this Section 5.1. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity.

(d) Executive agrees that if he applies for, or is offered employment by (or is to provide consultancy services to) any other person, firm, company, business entity or other organization whatsoever (other than an affiliate of the Company) during the restriction periods set forth in Exhibit A, he shall promptly, and before entering into any contract with any such third party, provide to such third party a full copy of Exhibit A and this Section 5.1 in order to ensure that such other party is fully aware of Executive's obligations hereunder.

5.2 Intellectual Property Rights. Executive recognizes and agrees that Executive's duties for the Company may include the preparation of materials, including written or graphic materials for the Company or its affiliate, and that any such materials conceived or written by Executive shall be done within the scope of his employment as a "work made for hire." Executive agrees that because any such work is a "work made for hire," the Company (or the relevant affiliate of the Company) will solely retain and own all copyright in said materials. Executive agrees to disclose and assign to the Company his entire right, title and interest in and to all other

intellectual property rights in such work and all inventions and improvements related to the Company's business or to the business of the Company's affiliates (including, but not limited to, all financial and sales information), whether patentable or not, whether made or conceived by him individually or jointly with others at any time during his employment by the Company hereunder. Such inventions and improvements are to become and remain the property of the Company and Executive shall take such actions as are reasonably necessary to effectuate the foregoing.

6. MISCELLANEOUS

6.1 **Key Employee Insurance.** Company shall have the right at its expense to purchase insurance on the life of Executive, in such amounts as it shall from time to time determine, of which Company shall be the beneficiary. Executive shall submit to such physical examinations as may reasonably be required and shall otherwise cooperate with Company in obtaining such insurance.

6.2 **Indemnification/Litigation.** Company shall indemnify and defend Executive against all claims arising out of Executive's activities as an officer or employee of Company or its affiliates to the fullest extent permitted by law and under Company's organizational documents. During the Term and for six years following the end of the Term, Executive shall be entitled to be covered by a policy of directors' and officers' liability insurance on commercially reasonable terms sufficient to cover the risk to Executive that would reasonably be expected to result from his activities as aforesaid and a copy of the policy shall be provided to Executive upon his request from time to time. To the extent permitted by law, Executive will, also continue to receive the benefit of the Director Indemnification Agreement between the Executive and the Company dated January 31, 2007, and the benefit of any variation to or replacement of the Director Indemnification Agreement agreed by the parties during the term. At the request of Company, Executive shall during and after the Term render reasonable assistance to Company in connection with any litigation or other proceeding involving Company or any of its affiliates, unless precluded from so doing by law. Company shall provide reasonable compensation to Executive for such assistance rendered after the Term.

6.3 **Indemnification/Taxation.** Company recognises that Executive has and will continue to spend significant time in jurisdictions outside of Executive's tax residence, and that while outside his tax residence Executive has and will continue to discharge his duties for Company. Company agrees as follows:

(a) to indemnify Executive for any liability for, or in connection with, any taxation relating to Executive's compensation in any jurisdiction other than the Executive's tax residence for the period for which the relevant tax claim or demand is made, which arises as a direct consequence of the Executive being in that jurisdiction in order to discharge his duties to Company prior to and/or after Commencement Date; and

(i) to provide all reasonable support to Executive in responding to any such claim or demand for or in connection with taxation by any statutory authority outside the jurisdiction of his tax residence; and

(ii) to indemnify Executive for all costs and expenses reasonably incurred by Executive (including legal fees) in responding to or defending any such claims or demands; and

(b) to engage a service provider to prepare all required tax filings by any statutory authority outside of the Executive's tax residence arising due to Executive discharging his duties outside of his tax residence and related to Executive's compensation from Company, provided, however that Executive shall have the right to have his own personal tax adviser participate in the review and preparation of the filings.

In indemnifying Executive, Company will pay any liabilities, costs or expenses the subject of the indemnity without undue delay. The Company will ensure that the net sum received by Executive pursuant to the indemnity covers all such liabilities, costs or expenses, with such net sum calculated by the Company or its service provider; provided, however that Executive shall have the right to have his own personal tax adviser participate in the review of the calculation to the extent reasonably practicable.

6.4 **No Mitigation.** In no event shall Executive be required to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under this Agreement, and such amounts shall not be reduced whether or not Executive obtains other employment after termination of his employment hereunder.

6.5 **Severability.** The invalidity or unenforceability of any particular provision or part of any provision of this Agreement shall not affect the other provisions or parts hereof.

6.6 **Assignment; Benefit.** This Agreement shall not be assignable by Executive, and shall be assignable by Company only with the Executive's consent and only to any person or entity which may become a successor in interest (by purchase of assets or stock, or by merger, or otherwise) to Company in the business or substantially all of the business presently operated by it. Any Change in Control is deemed an assignment. Subject to the foregoing, this Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective permitted successors, assigns, heirs, executors and administrators.

6.7 **Notices.** All notices hereunder shall be in writing and shall be sufficiently given if hand-delivered, sent by documented overnight delivery service or registered or certified mail, postage prepaid, return receipt requested or by email, addressed as set forth below or to such other person and/or at such other address as may be furnished in writing by any party hereto to the other. Any such notice shall be deemed to have been given as of the date received, in the case of personal delivery, or on the date shown on the receipt or confirmation therefor, in all other cases. Any and all service of process and any other notice in any action, suit or proceeding shall be effective against any party if given as provided in this Agreement; provided that nothing herein shall be deemed to affect the right of any party to serve process in any other manner permitted by law.

(a) If to Company:

Enstar Group Limited
P.O. Box HM 2267
Windsor Place, 3rd Floor
22 Queen Street
Hamilton HM JX
Bermuda

Attention: Chief Executive Officer, with a copy to the General Counsel
Email: Email address on file in Company database

(b) If to Executive:

Paul O'Shea
Address on File with Company's Human Resources Staff
Email: Email address on file in Company database

6.8 **Entire Agreement; Modification; Advice of Counsel.**

(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the matters contemplated herein and supersedes all prior agreements and understandings with respect thereto. No addendum, amendment, modification, or waiver of this Agreement shall be effective unless in writing. Neither the failure nor any delay on the part of any party to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy with respect to such occurrence or with respect to any other occurrence. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this Section 6.8(a) shall limit or exclude any liability for fraud.

(b) Executive acknowledges that he has been afforded an opportunity to consult with his counsel with respect to this Agreement.

6.9 **Collective Agreements.** There is no collective agreement which directly affects Executive's employment hereunder.

6.10 **Third Party Rights.** No one other than a party to this agreement shall have any right to enforce any of its terms.

6.11 **Governing Law.** This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of Bermuda, to the extent applicable, without giving effect to otherwise applicable principles of conflicts of law.

6.12 **Jurisdiction.** Company and Executive irrevocably agree that the courts of Bermuda shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

6.13 **Headings; Counterparts.** The headings of paragraphs in this Agreement are for convenience only and shall not affect its interpretation. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute the same Agreement.

6.14 **Further Assurances.** Each of the parties hereto shall execute such further instruments and take such additional actions as the other party shall reasonably request in order to effectuate the purposes of this Agreement.

6.15 **Clawback Right.** Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation paid to Executive pursuant to this Agreement or any other agreement or arrangement with Company that is subject to recovery under any law, government regulation, stock exchange listing requirement or Company policy approved by the Board and notified to the Executive, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation, stock exchange listing requirement or Company policy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ENSTAR GROUP LIMITED

By: /s/ Guy Bowker
Name: Guy Bowker
Title: Chief Financial Officer

/s/ Paul O'Shea
Paul O'Shea

Exhibit A

Restrictive Covenants

- A. Noncompetition. During the Term and, if Executive fails to remain employed through March 1, 2023, for a period of eighteen (18) months after Executive's employment terminates (the "Restriction Period"), Executive shall not, without the prior written permission of the Board, directly or indirectly engage in any Competitive Activity. The term "Competitive Activity" shall include (i) entering the employ of, or rendering services to, any person, firm or corporation engaged in the insurance and reinsurance run-off or any other business in which the Company or any of its affiliates has been engaged at any time during the last twelve months of the Term and to which Executive has rendered services or about which Executive has acquired Confidential Information or by which Executive has been engaged at any time during the last twelve months of his period of employment hereunder and in each case in any jurisdiction in which the Company or any of its affiliates has conducted substantial business (hereinafter defined as the "Business"); (ii) engaging in the Business for Executive's own account or becoming interested in any such Business, directly or indirectly, as an individual, partner, shareholder, member, director, officer, principal, agent, employee, trustee, consultant, or in any other similar capacity; provided, however, nothing in this Paragraph A shall prohibit Executive from owning, solely as a passive investment, 5% or less of the total outstanding securities of a publicly-held company, or any interest held by Executive in a privately-held company as of the date of this Agreement; provided further that the provisions of this Paragraph A shall not apply in the event Executive's employment with the Company is terminated without Cause or with Good Reason.
- B. Confidentiality. Without the prior written consent of the Company, except to the extent required by an order of a court or tribunal having competent jurisdiction or under subpoena from an appropriate regulatory authority, Executive shall not disclose and shall use his best endeavours to prevent the disclosure of any trade secrets, customer lists, market data, marketing plans, sales plans, management organization information (including data and other information relating to members of the Board and management), operating policies or manuals, business plans or financial records, or other financial, commercial, business or technical information relating to the Company or any of its subsidiaries or affiliates or information designated as confidential or proprietary that the Company or any of its subsidiaries or affiliates may receive belonging to clients or others who do business with the Company or any of its subsidiaries or affiliates (collectively, "Confidential Information") to any third person unless such Confidential Information has been previously disclosed to the public by the Company or any of its subsidiaries or affiliates or is in the public domain (other than by reason of Executive's breach of this Paragraph B). In the event that Executive is required to disclose Confidential Information in a legal proceeding, Executive shall provide the Company with notice of such request as soon as reasonably practicable, so that the Company may timely seek an appropriate protective order or waive compliance with this Paragraph B, except if such notice would be unlawful or would place Executive in breach of an order of a court or tribunal having competent jurisdiction or of any applicable regulatory rules or codes of practice or of an undertaking he is required to give by law or regulation. Nothing in this Agreement prohibits or restricts Executive (or Executive's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or any other regulatory authority regarding possible violations of applicable law or making other disclosures that are protected under the whistleblower provisions of any applicable law or any undertaking he is required to give by law or regulation.
- C. Non-Solicitation of Employees. During the Restriction Period, Executive shall not, without the prior written permission of the Board, directly or indirectly induce any Senior Employee of the Company or any of its affiliates to terminate employment with such entity, and shall not directly or indirectly, either individually or as owner, agent, employee, consultant or otherwise, offer employment to or employ any Senior Employee unless such person shall have ceased to be employed by the Company or any affiliate for a period of at least six (6) months. For the purpose of this Paragraph C, "Senior Employee" shall mean a person who, at any time during the last twelve months of Executive's period of employment hereunder:
- (i) is engaged or employed (other than in a clerical, secretarial or administrative capacity) as an employee, director or consultant of the Company or its affiliates; and
 - (ii) is or was engaged in a capacity in which he obtained Confidential Information; and
 - (iii) had personal dealings with Executive.

- D. Non-Disparagement. Save as may be required by law or by any applicable regulatory rules or codes of practice or an order of a court or tribunal of competent jurisdiction, Executive shall not do or say anything adverse or harmful to, or otherwise disparaging of, the Company or its subsidiaries and their respective goodwill. Save as may be required as aforesaid, the Company shall not, and shall use its reasonable endeavours to ensure that its officers, directors, employees and subsidiaries do not do or say anything adverse or harmful to, or otherwise disparaging of, Executive and his goodwill; provided that no action by either party in connection with the enforcement of its rights hereunder shall be construed as a violation of this Paragraph D.
- E. Definition. In this Exhibit A, “directly or indirectly” (without prejudice to the generality of the expression) means whether as principal or agent (either alone or jointly or in partnership with any other person, firm or company) or as a shareholder, member or holder of loan capital in any other company or being concerned or interested in any other person, firm or company and whether as a director, partner, consultant, employee or otherwise.
- F. Severability. Each of the provisions contained in this Exhibit A is and shall be construed as separate and severable and if one or more of such provisions is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade or unenforceable in whole or in part for any reason, the remaining provisions of this Exhibit A or part thereof, as appropriate, shall continue to be in full force and effect.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is dated as of January 21, 2020, between Enstar Group Limited, a Bermuda corporation ("Company"), and Orla M. Gregory ("Executive") and amends and restates in its entirety all previous Employment Agreements between Company and Executive.

BACKGROUND

Company desires to continue to employ Executive, and Executive desires to continue to be an employee of Company, on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

TERMS

1. CAPACITY AND DUTIES

1.1 Employment; Acceptance of Employment. Company hereby employs Executive and Executive hereby agrees to continue employment by Company for the period and upon the terms and conditions hereinafter set forth. Effective on the date hereof, this Agreement amends and restates the Employment Agreement between Company and Executive, dated as of May 19, 2017, in its entirety, and the rights and obligations of each party shall be governed entirely by this Agreement from January 21, 2020 (the "Commencement Date").

1.2 Capacity and Duties.

(a) Executive shall serve as Chief Operating Officer of Company. Executive shall perform such duties and shall have such authority consistent with her position as may from time to time be specified by the Chief Executive Officer of Company, acting reasonably. Executive shall report directly to the Chief Executive Officer of Company and her principal place of business shall be Company's office in Bermuda. It is recognised that extensive travel may be necessary or appropriate in connection with the performance of Executive's duties hereunder and in particular that certain actions required to be taken to satisfactorily dispose of the duties hereunder must be taken in Bermuda.

(b) Executive shall devote her full working time and energy, skill and best efforts during her working hours to the performance of her duties hereunder, in a manner that will comply with Company's rules and policies and will faithfully and diligently further the business and interests of Company.

(c) During the Term (as hereinafter defined), Executive shall not be employed by or participate or engage in or in any manner be a part of the management or operation of any business enterprise other than Company without the prior written consent of the Board of Directors of the Company, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything herein to the contrary, nothing shall preclude Executive from (i) serving on the boards of directors of a reasonable number of other companies or corporations or the boards of a reasonable number of trade associations and/or charitable organizations, provided the Company's written consent is obtained prior to accepting such position, (ii) engaging in charitable, community and other business affairs, and (iii) managing her personal investments and affairs, provided that such activities do not materially interfere with the proper performance of her responsibilities and duties hereunder.

2. TERM OF EMPLOYMENT

2.1 Term. The term of Executive's employment hereunder shall commence on the Commencement Date and end on March 1, 2023, as further extended or unless sooner terminated in accordance with the other provisions hereof (the "Term").

2.2 Continuous Employment. The Executive's period of continuous employment with the Company commenced on October 13, 2003.

3. COMPENSATION

3.1 **Basic Compensation.** As compensation for Executive's services during the first twelve months of the Term, Company shall pay to Executive a salary at the annual rate of \$1,200,000 payable in periodic installments in accordance with Company's regular payroll practices in effect from time to time. For each subsequent twelve-month period of Executive's employment hereunder, Executive's salary shall be in the amount of her initial annual salary with such increases, as may be established by the Compensation Committee of the Board of Directors of Company in its discretion. Once increased, Executive's annual salary cannot be decreased without the written consent of Executive. Executive's annual salary, as determined in accordance with this Section 3.1, is hereinafter referred to as her "Base Salary."

3.2 **Performance Bonus.** Executive shall, following the completion of each fiscal year of Company during the Term, be eligible for a performance bonus in accordance with Company's performance bonus plan. Executive shall also be eligible for additional equity and other incentive awards, at a level commensurate with her position and in accordance with the policies and practices of the Company.

3.3 **Employee Benefits.** During the Term, Executive shall be entitled to participate in such of Company's employee benefit plans and benefit programs, as may from time to time be provided by Company. In addition, during the Term, Executive shall be entitled to the following:

(a) a life insurance policy in the amount of five times the Executive's Base Salary, provided that Executive assists Company in the procurement of such policy (including, without limitation, submitting to any required physical examinations and completing accurately to the best of Executive's knowledge any applicable applications and or questionnaires);

(b) fully comprehensive medical and dental coverage on a worldwide basis for the Executive, her spouse and dependents and an annual medical examination for same;

(c) long term disability coverage, including coverage for serious illness, and full compensation paid by Company during the period up to and until Executive begins receiving benefits under such long term disability plan. In the event that the generally applicable group long-term disability plan contains a limitation on benefits that would result in Executive's being entitled to benefit payments under such plan which are less than 50% of her Base Salary, Company shall provide Executive with an individual disability policy paying a benefit amount that, when coupled with the group policy benefit payable, would provide Executive with aggregate benefits in connection with her long-term disability equal to 50% of Base Salary (provided that, if an individual policy cannot be obtained for such amount on commercially reasonable rates and on commercially reasonable terms, Company shall provide Executive with a policy providing for the greatest amount of individual coverage that is available on such standard terms and rates). Provision of any individual disability policy will also be contingent upon Executive being able to be insured at commercially reasonable rates and on commercially reasonable terms and upon Executive assisting Company in the procurement of such policy (including, without limitation, submitting to any required physical examinations and completing accurately to the best of Executive's knowledge any applicable applications and or questionnaires); and

(d) annual payment from the Company of an amount equal to 10% of Executive's Base Salary towards Executive's own pension plan (anticipated to be paid on or before April 1st in respect of the preceding calendar year).

3.4 **Vacation.** During the Term, Executive shall be entitled to a paid vacation of 30 days in each year of the Term together with the usual public holidays.

3.5 **Expense Reimbursement.** Company shall reimburse Executive for all reasonable out-of-pocket expenses incurred by her in connection with the performance of her duties hereunder in accordance with its regular reimbursement policies as in effect from time to time.

4. TERMINATION OF EMPLOYMENT

4.1 **Death of Executive.** If Executive dies during the Term, and for the year in which Executive dies, Company achieves the performance goals established in accordance with any incentive plan in which Executive

participates, Company shall pay Executive's estate an amount equal to the bonus that Executive would have received had she been employed by Company for the full year, multiplied by a fraction, the numerator of which is the number of calendar days Executive was employed in such year and the denominator of which is 365. In addition, Executive's spouse and dependents (if any) shall be entitled for a period of 24 months, to continue to receive medical benefits coverage (as described in Section 3.3) at Company's expense if and to the extent Company was paying for such benefits for Executive's spouse and dependents at the time of Executive's death.

4.2 **Disability.** If Executive is or has been materially unable for any reason to perform her duties hereunder for 120 days during any period of 150 consecutive days, Company shall have the right to terminate Executive's employment upon 30 days' prior written notice to Executive at any time during the continuation of such inability, in which event Company shall thereafter be obligated to continue to pay Executive's Base Salary for a period of 24 months, periodically in accordance with Company's regular payroll practices and, within 30 days of such notice, shall pay any other amounts (including salary, bonuses, expense reimbursement, etc.) that have been fully earned by, but not yet paid to, Executive under this Agreement as of the date of such termination. The amount of payments to Executive under disability insurance policies paid for by Company shall be credited against and shall reduce the Base Salary otherwise payable by Company following termination of employment. If, for the year in which Executive's employment is terminated pursuant to this Section, Company achieves the performance goals established in accordance with any incentive plan in which Executive participates, Company shall pay Executive an amount equal to the bonus that Executive would have received had she been employed by Company for the full year, multiplied by a fraction, the numerator of which is the number of calendar days Executive was employed in such year and the denominator of which is 365. Executive shall be entitled to continue to receive at Company's expense medical benefits coverage (as described in Section 3.3) for Executive and Executive's spouse and dependents (if any) if and to the extent Company was paying for such benefits to Executive and Executive's spouse and dependents at the time of such termination, until the earlier of: (1) a period of 24 months from the date Executive is terminated pursuant to this Section 4.2, or (2) the date Executive begins new employment at an organization offering a comprehensive major medical health plan for Executive and Executive's spouse and dependents (regardless of payment policies in effect at such organization).

4.3 **Termination for Cause or without Good Reason.** Executive's employment hereunder shall terminate immediately upon notice that the Board of Directors of Company is terminating Executive for Cause (as defined herein) or upon notice from Executive that Executive is resigning without Good Reason (as defined in Section 4.4(c)), in which event Company shall not thereafter be obligated to make any further payments hereunder other than amounts (including salary and expense reimbursement) that have been fully earned by, but not yet paid to, Executive under this Agreement as of the date of such termination. "Cause" shall mean (a) fraud or dishonesty in connection with Executive's employment that results in a material injury to Company, (b) conviction of any felony or crime involving fraud or misrepresentation or (c) after Executive has received written notice of the specific material and continuing failure of Executive to perform her duties hereunder (other than by reason of death or disability) and has failed to cure such failure within 30 days of receipt of the notice, or (d) material and continuing failure to follow reasonable and lawful instructions of the Board of Directors after Executive has received prior written notice of the specific material and continuing failure to follow such instructions and has failed to cure such failure within 30 days of receipt of the notice.

4.4 **Termination without Cause or for Good Reason.**

(a) If (1) Executive's employment is terminated by Company for any reason other than Cause, the death or disability of Executive, or at the natural end of the Term, or (2) Executive's employment is terminated by Executive for Good Reason (as defined herein):

(i) Company shall pay Executive any amounts (including salary, bonuses, expense reimbursement, etc.) that have been fully earned by, but not yet paid to, Executive under this Agreement as of the date of such termination, together with any payment in lieu of accrued but untaken holiday;

(ii) Company shall pay Executive a lump sum amount equal to two times the Base Salary payable to her as of the date of such termination;

(iii) Executive shall be entitled to continue to receive at Company's expense medical benefits coverage (as described in Section 3.3) for Executive and Executive's spouse and dependents (if any) if and to the extent Company was paying for such benefits to Executive and Executive's spouse and dependents at the time of such termination until the earlier of: (A) a period of 24 months from the date Executive is terminated

pursuant to this Section 4.4, or (B) the date Executive begins new employment at an organization offering a comprehensive major medical health plan for Executive and Executive's spouse and dependents (regardless of payment policies in effect at such organization);

(iv) Anything to the contrary in any other agreement or document notwithstanding, each outstanding equity incentive award granted to Executive before, on or within three years after the Commencement Date shall become immediately vested and exercisable on the date of such termination; and

(v) In addition, if, for the year in which Executive is terminated, Company achieves the performance goals established in accordance with any incentive plan in which Executive participates, Company shall pay an amount equal to the bonus that Executive would have received had she been employed by Company for the full year.

(b) Upon making the payments described in this Section 4.4, Company shall have no further obligation to Executive under this Agreement. To the extent that the payments to be made under this Section 4.4 are damages (which is not admitted), Company and Executive agree that the terms of this Section 4.4 represent a genuine pre-estimate of the loss to the Executive that would arise on termination of employment hereunder in the circumstances described and does not constitute a penalty. Company waives any requirement on Executive to mitigate her losses in respect of such termination.

(c) "Good Reason" shall mean the following:

(i) material breach of Company's obligations hereunder, provided that Executive shall have given written notice thereof to Company, and Company shall have failed to remedy the breach within 30 days;

(ii) the relocation of Executive's principal business office outside of Bermuda without the Executive's prior agreement;

or

(iii) any material reduction in Executive's duties or authority.

4.5 **Change in Control.**

(a) If, during the Term, there should be a Change of Control (as defined herein), and within 1 year thereafter either (i) Executive's employment should be terminated for any reason other than for Cause or the death or disability of Executive or (ii) Executive terminates her employment for Good Reason (as defined in Section 4.4):

(i) Company shall pay Executive any amounts (including salary, bonuses, expense reimbursement, etc.) that have been fully earned by, but not yet paid to, Executive under this Agreement as of the date of such termination, together with any payment in lieu of accrued but untaken holiday;

(ii) Company shall pay Executive a lump sum amount equal to two times Executive's Base Salary as of the date of such termination;

(iii) Executive shall be entitled to continue to receive at Company's expense medical benefits coverage (as described in Section 3.3) for Executive and Executive's spouse and dependents (if any) if and to the extent Company was paying for such benefits to Executive and Executive's spouse and dependents at the time of such termination until the earlier of: (A) a period of 24 months from the date Executive is terminated in a manner subject to this Section 4.5, or (B) the date Executive begins new employment at an organization offering a comprehensive major medical health plan for Executive and Executive's spouse and dependents (regardless of payment policies in effect at such organization);

(iv) Anything to the contrary in any other agreement or document notwithstanding, each outstanding equity incentive award granted to Executive before, on or after the date hereof shall become immediately vested and exercisable on the date of such termination; and

(v) In addition, if, for the year in which Executive is terminated, Company achieves the performance goals established in accordance with any incentive plan in which Executive participates, Company

shall pay an amount equal to the bonus that Executive would have received had she been employed by Company for the full year.

(b) Upon making the payments described in this Section 4.5, Company shall have no further obligation to Executive under this Agreement. To the extent that the payments to be made under this Section 4.5 are damages (which is not admitted), Company and Executive agree that the terms of this Section 4.5 represent a genuine pre-estimate of the loss to the Executive that would arise on termination of employment hereunder in the circumstances described and does not constitute a penalty. Company waives any requirement on Executive to mitigate her losses in respect of such termination.

(c) A "Change in Control" of Company shall mean:

(i) the acquisition by any person, entity or "group" required to file a Schedule 13D or Schedule 14D-1 under the United States Securities Exchange Act of 1934 (the "1934 Act") (excluding, for this purpose, Company, its subsidiaries, any employee benefit plan of Company or its subsidiaries which acquires ownership of voting securities of Company, and any group that includes Executive) of beneficial ownership (within the meaning of Rule 13d-3 under the 1934 Act) of 50% or more of either the then outstanding ordinary shares or the combined voting power of Company's then outstanding voting securities entitled to vote generally in the election of directors;

(ii) the election or appointment to the Board of Directors of Company, or resignation of or removal from the Board, of directors with the result that the individuals who as of the date hereof constituted the Board (the "Incumbent Board") no longer constitute at least a majority of the Board, provided that any person who becomes a director subsequent to the date hereof whose appointment, election, or nomination for election by Company's shareholders, was approved by a vote of at least a majority of the Incumbent Board (other than an appointment, election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of Company) shall be, for purposes of this Agreement, considered as though such person were a member of the Incumbent Board; or

(iii) consummation of: (i) a reorganization, merger or consolidation by reason of which persons who were the shareholders of Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50% of the combined voting power of the reorganized, merged or consolidated company's then outstanding voting securities entitled to vote generally in the election of directors, or (ii) a liquidation or dissolution of Company or the sale, transfer, lease or other disposition of all or substantially all of the undertaking or assets of Company (whether such assets are held directly or indirectly).

4.6 Execution of Release. In the event Executive's employment is terminated pursuant to Sections 4.2, 4.4, or 4.5, it shall be a condition precedent of receipt of the payments and benefits specified in such sections (other than any amounts (including salary, bonuses, expense reimbursement, etc.) that have been fully earned by, but not yet paid to Executive under this Agreement as of the date of such termination) that: (a) Executive executes (and does not revoke) a full and complete release of Company under this Agreement, all benefit plans in which Executive participates and all applicable laws and regulations and (b) Executive remains in full compliance with the restrictive covenants set forth in Section 5 and Exhibit A.

5. RESTRICTIVE COVENANTS

5.1 Restrictive Covenants.

(a) Executive acknowledges that she is one of a small number of key executives and that in such capacity, she will have access to confidential information of the Company and will engage in key client relationships on behalf of the Company and that it is fair and reasonable for protection of the legitimate interests of the Company and the other key executives of the Company that she should accept the restrictions described in Exhibit A hereto.

(b) Promptly following Executive's termination of employment, Executive shall return to the Company all property of the Company, and all documents, accounts, letters and papers of every description relating to the affairs and business of the Company or any of its subsidiaries, and copies thereof in Executive's possession or under her control, other than any such in Executive's possession or under her control in her capacity as a stockholder of Company or that are available publicly.

(c) Executive acknowledges and agrees that the covenants and obligations of Executive in Exhibit A and this Section 5.1 relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Executive agrees that the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) restraining Executive from committing any violation of the covenants and obligations contained in Exhibit A and this Section 5.1. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity.

(d) Executive agrees that if she applies for, or is offered employment by (or is to provide consultancy services to) any other person, firm, company, business entity or other organization whatsoever (other than an affiliate of the Company) during the restriction periods set forth in Exhibit A, she shall promptly, and before entering into any contract with any such third party, provide to such third party a full copy of Exhibit A and this Section 5.1 in order to ensure that such other party is fully aware of Executive's obligations hereunder.

5.2 **Intellectual Property Rights.** Executive recognizes and agrees that Executive's duties for the Company may include the preparation of materials, including written or graphic materials for the Company or its affiliate, and that any such materials conceived or written by Executive shall be done within the scope of her employment as a "work made for hire." Executive agrees that because any such work is a "work made for hire," the Company (or the relevant affiliate of the Company) will solely retain and own all copyright in said materials. Executive agrees to disclose and assign to the Company her entire right, title and interest in and to all other intellectual property rights in such work and all inventions and improvements related to the Company's business or to the business of the Company's affiliates (including, but not limited to, all financial and sales information), whether patentable or not, whether made or conceived by her individually or jointly with others at any time during her employment by the Company hereunder. Such inventions and improvements are to become and remain the property of the Company and Executive shall take such actions as are reasonably necessary to effectuate the foregoing.

6. MISCELLANEOUS

6.1 **Key Employee Insurance.** Company shall have the right at its expense to purchase insurance on the life of Executive, in such amounts as it shall from time to time determine, of which Company shall be the beneficiary. Executive shall submit to such physical examinations as may reasonably be required and shall otherwise cooperate with Company in obtaining such insurance.

6.2 **Indemnification/Litigation.** Company shall indemnify and defend Executive against all claims arising out of Executive's activities as an officer or employee of Company or its affiliates to the fullest extent permitted by law and under Company's organizational documents. During the Term and for six years following the end of the Term, Executive shall be entitled to be covered by a policy of directors' and officers' liability insurance on commercially reasonable terms sufficient to cover the risk to Executive that would reasonably be expected to result from her activities as aforesaid and a copy of the policy shall be provided to Executive upon her request from time to time. At the request of Company, Executive shall during and after the Term render reasonable assistance to Company in connection with any litigation or other proceeding involving Company or any of its affiliates, unless precluded from so doing by law. Company shall provide reasonable compensation to Executive for such assistance rendered after the Term.

6.3 **Indemnification/Taxation.** Company recognizes that Executive has and will continue to spend significant time in jurisdictions outside of Executive's tax residence, and that while outside her tax residence Executive has and will continue to discharge her duties for Company. Company agrees as follows:

(a) to indemnify Executive for any liability for, or in connection with, any taxation relating to Executive's compensation in any jurisdiction other than the Executive's tax residence for the period for which the relevant tax claim or demand is made, which arises as a direct consequence of the Executive being in that jurisdiction in order to discharge her duties to Company prior to and/or after Commencement Date; and

(i) to provide all reasonable support to Executive in responding to any such claim or demand for or in connection with taxation by any statutory authority outside the jurisdiction of her tax residence; and

(ii) to indemnify Executive for all costs and expenses reasonably incurred by Executive (including legal fees) in responding to or defending any such claims or demands; and

(b) to engage a service provider to prepare all required tax filings by any statutory authority outside of the Executive's tax residence arising due to Executive discharging her duties outside of her tax residence and related to Executive's compensation from Company, provided, however that Executive shall have the right to have her own personal tax adviser participate in the review and preparation of the filings.

In indemnifying Executive, Company will pay any liabilities, costs or expenses the subject of the indemnity without undue delay. The Company will ensure that the net sum received by Executive pursuant to the indemnity covers all such liabilities, costs or expenses, with such net sum calculated by the Company or its service provider; provided, however that Executive shall have the right to have her own personal tax adviser participate in the review of the calculation to the extent reasonably practicable.

6.4 **No Mitigation.** In no event shall Executive be required to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under this Agreement, and such amounts shall not be reduced whether or not Executive obtains other employment after termination of her employment hereunder (other than as expressly set forth in Sections 4.2, 4.4(a)(iii), and 4.5(a)(iii) related to medical benefits).

6.5 **Severability.** The invalidity or unenforceability of any particular provision or part of any provision of this Agreement shall not affect the other provisions or parts hereof.

6.6 **Assignment; Benefit.** This Agreement shall not be assignable by Executive, and shall be assignable by Company to any person or entity which may become a successor in interest (by purchase of assets or stock, or by merger, or otherwise) to Company in the business or substantially all of the business presently operated by it. Subject to the foregoing, this Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective permitted successors, assigns, heirs, executors and administrators.

6.7 **Notices.** All notices hereunder shall be in writing and shall be sufficiently given if hand-delivered, sent by documented overnight delivery service or registered or certified mail, postage prepaid, return receipt requested or by e-mail, addressed as set forth below or to such other person and/or at such other address as may be furnished in writing by any party hereto to the other. Any such notice shall be deemed to have been given as of the date received, in the case of personal delivery, or on the date shown on the receipt or confirmation therefor, in all other cases. Any and all service of process and any other notice in any action, suit or proceeding shall be effective against any party if given as provided in this Agreement; provided that nothing herein shall be deemed to affect the right of any party to serve process in any other manner permitted by law.

(a) If to Company:

Enstar Group Limited
P.O. Box HM 2267
Windsor Place, 3rd Floor
22 Queen Street
Hamilton HM JX
Bermuda

Attention: Chief Executive Officer, with a copy to the General Counsel
Email: Email address on file in Company database

(b) If to Executive:

Orla M. Gregory
(Pursuant to Address on file with Company's Human Resources Department as her primary residence)
Email: Email address on file in Company database

6.8 **Entire Agreement; Modification; Advice of Counsel.**

(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the matters contemplated herein and supersedes all prior agreements and understandings with respect thereto. No addendum, amendment, modification, or waiver of this Agreement shall be effective unless in writing. Neither the failure nor any delay on the part of any party to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy with respect to such occurrence or with respect to any other occurrence. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this Section 6.8(a) shall limit or exclude any liability for fraud.

(b) Executive acknowledges that she has been afforded an opportunity to consult with her counsel with respect to this Agreement.

6.9 **Collective Agreements.** There is no collective agreement which directly affects Executive's employment hereunder.

6.10 **Third Party Rights.** No one other than a party to this agreement shall have any right to enforce any of its terms.

6.11 **Governing Law.** This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of Bermuda, to the extent applicable, without giving effect to otherwise applicable principles of conflicts of law.

6.12 **Jurisdiction.** Company and Executive irrevocably agree that the courts of Bermuda shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

6.13 **Headings; Counterparts.** The headings of paragraphs in this Agreement are for convenience only and shall not affect its interpretation. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute the same Agreement.

6.14 **Further Assurances.** Each of the parties hereto shall execute such further instruments and take such additional actions as the other party shall reasonably request in order to effectuate the purposes of this Agreement.

6.15 **Clawback Right.** Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation paid to Executive pursuant to this Agreement or any other agreement or arrangement with Company that is subject to recovery under any law, government regulation, stock exchange listing requirement or Company policy approved by the Board and notified to the Executive, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation, stock exchange listing requirement or Company policy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ENSTAR GROUP LIMITED

By: /s/ Guy Bowker
Name: Guy Bowker
Title: Chief Financial Officer

/s/ Orla M. Gregory
Orla M. Gregory

Exhibit A

Restrictive Covenants

- A. Noncompetition. During the Term and for a period of twelve (12) months after Executive's employment terminates (the "Restriction Period"), Executive shall not, without the prior written permission of the Board, directly or indirectly engage in any Competitive Activity. The term "Competitive Activity" shall include (i) entering the employ of, or rendering services to, any person, firm or corporation engaged in the insurance and reinsurance run-off or any other business in which the Company or any of its affiliates has been engaged at any time during the last twelve months of the Term and to which Executive has rendered services or about which Executive has acquired Confidential Information or by which Executive has been engaged at any time during the last twelve months of her period of employment hereunder and in each case in any jurisdiction in which the Company or any of its affiliates has conducted substantial business (hereinafter defined as the "Business"); (ii) engaging in the Business for Executive's own account or becoming interested in any such Business, directly or indirectly, as an individual, partner, shareholder, member, director, officer, principal, agent, employee, trustee, consultant, or in any other similar capacity; provided, however, nothing in this Paragraph A shall prohibit Executive from owning, solely as a passive investment, 5% or less of the total outstanding securities of a publicly-held company, or any interest held by Executive in a privately-held company as of the date of this Agreement; provided further that the provisions of this Paragraph A shall not apply in the event Executive's employment with the Company is terminated without Cause or with Good Reason.
- B. Confidentiality. Without the prior written consent of the Company, except to the extent required by an order of a court or tribunal having competent jurisdiction or under subpoena from an appropriate regulatory authority, Executive shall not disclose and shall use her best endeavours to prevent the disclosure of any trade secrets, customer lists, market data, marketing plans, sales plans, management organization information (including data and other information relating to members of the Board and management), operating policies or manuals, business plans or financial records, or other financial, commercial, business or technical information relating to the Company or any of its subsidiaries or affiliates or information designated as confidential or proprietary that the Company or any of its subsidiaries or affiliates may receive belonging to clients or others who do business with the Company or any of its subsidiaries or affiliates (collectively, "Confidential Information") to any third person unless such Confidential Information has been previously disclosed to the public by the Company or any of its subsidiaries or affiliates or is in the public domain (other than by reason of Executive's breach of this Paragraph B). In the event that Executive is required to disclose Confidential Information in a legal proceeding, Executive shall provide the Company with notice of such request as soon as reasonably practicable, so that the Company may timely seek an appropriate protective order or waive compliance with this Paragraph B, except if such notice would be unlawful or would place Executive in breach of an order of a court or tribunal having competent jurisdiction or of any applicable regulatory rules or codes of practice or of an undertaking she is required to give by law or regulation. Nothing in this Agreement prohibits or restricts Executive (or Executive's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or any other regulatory authority regarding possible violations of applicable law or making other disclosures that are protected under the whistleblower provisions of any applicable law or any undertaking she is required to give by law or regulation.
- C. Non-Solicitation of Employees. During the Restriction Period, Executive shall not, without the prior written permission of the Board, directly or indirectly induce any Senior Employee of the Company or any of its affiliates to terminate employment with such entity, and shall not directly or indirectly, either individually or as owner, agent, employee, consultant or otherwise, offer employment to or employ any Senior Employee unless such person shall have ceased to be employed by the Company or any affiliate for a period of at least six (6) months. For the purpose of this Paragraph C, "Senior Employee" shall mean a person who, at any time during the last twelve months of Executive's period of employment hereunder:
- (i) is engaged or employed (other than in a clerical, secretarial or administrative capacity) as an employee, director or consultant of the Company or its affiliates; and
 - (ii) is or was engaged in a capacity in which she obtained Confidential Information; and
 - (iii) had personal dealings with Executive.

- D. Non-Disparagement. Save as may be required by law or by any applicable regulatory rules or codes of practice or an order of a court or tribunal of competent jurisdiction, Executive shall not do or say anything adverse or harmful to, or otherwise disparaging of, the Company or its subsidiaries and their respective goodwill. Save as may be required as aforesaid, the Company shall not, and shall use its reasonable endeavours to ensure that its officers, directors, employees and subsidiaries do not do or say anything adverse or harmful to, or otherwise disparaging of, Executive and her goodwill; provided that no action by either party in connection with the enforcement of its rights hereunder shall be construed as a violation of this Paragraph D.
- E. Definition. In this Exhibit A, "directly or indirectly" (without prejudice to the generality of the expression) means whether as principal or agent (either alone or jointly or in partnership with any other person, firm or company) or as a shareholder, member or holder of loan capital in any other company or being concerned or interested in any other person, firm or company and whether as a director, partner, consultant, employee or otherwise.
- F. Severability. Each of the provisions contained in this Exhibit A is and shall be construed as separate and severable and if one or more of such provisions is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade or unenforceable in whole or in part for any reason, the remaining provisions of this Exhibit A or part thereof, as appropriate, shall continue to be in full force and effect.

Performance Stock Unit Award Agreement
Under the Amended and Restated Enstar Group Limited 2016 Equity Incentive Plan

This Performance Stock Unit Award Agreement (this "Agreement") is entered into as of the Grant Date (as defined below), by and between the Grantee (as defined below) and Enstar Group Limited (the "Company"). Except as otherwise defined herein, capitalized terms used in this Agreement have the respective meanings set forth in the Plan (as defined below).

WITNESSETH THAT:

WHEREAS, the Company maintains the Amended and Restated Enstar Group Limited 2016 Equity Incentive Plan (the "Plan"), which is incorporated into and forms a part of this Agreement; and

WHEREAS, the Grantee has been selected by the committee administering the Plan (the "Committee") to receive a Performance Stock Unit Award under the Plan.

NOW, THEREFORE, IT IS AGREED, by and between the Company and the Grantee as follows:

1. Terms of Award.

- (a) The "Grantee" is _____.
- (b) The "Grant Date" is _____.
- (c) The target number of Performance Stock Units ("PSUs") granted under this Agreement is _____.
- (d) The "Performance Period" is the period commencing on _____ and ending on _____.

2. Award. Subject to the terms of this Agreement and the Plan, the Grantee is hereby granted the PSUs as described in paragraph 1. The number of PSUs awarded in this paragraph 2 is referred to as the "Target Award." Each PSU represents the right to receive one Common Share, subject to the terms and conditions set forth in this Agreement and the Plan. The number of PSUs that the Grantee actually earns for the Performance Period will be determined by the level of achievement of the Performance Goals in accordance with Exhibit A attached hereto and shall be rounded up to the nearest whole PSU. The Company shall establish a bookkeeping account in the Grantee's name which reflects the number of PSUs standing to the credit of the Grantee.

3. Performance Goals.

(a) The number of PSUs earned by the Grantee for the Performance Period will be determined at the end of the Performance Period based on the level of achievement of the Performance Goals in accordance with Exhibit A. All determinations of whether Performance Goals have been achieved, the number of PSUs earned by the Grantee, and all other matters related to this paragraph 3 shall be made by the Committee in its sole discretion.

(b) Promptly following completion of the Performance Period, the Committee will review and certify in writing (a) whether, and to what extent, the Performance Goals for the Performance Period have been achieved, and (b) the number of PSUs that the Grantee shall earn, if any, subject to compliance with the requirements of paragraph 4. Such certification shall be final, conclusive and binding on the Grantee, and on all other persons, to the maximum extent permitted by law.

4. Vesting.

(a) The PSUs are subject to forfeiture until they vest. Except as otherwise provided herein, the PSUs will vest and become nonforfeitable on the date the Committee certifies the achievement of the Performance Goals

in accordance with paragraph 3(b), subject to the achievement of the minimum threshold Performance Goals for payout set forth in Exhibit A attached hereto. The number of PSUs that vest and become payable under this Agreement shall be determined by the Committee based on the level of achievement of the Performance Goals set forth in Exhibit A.

(b) Except as otherwise expressly provided in this paragraph 4, if the Grantee's Termination of Service occurs for any reason prior to the end of the Performance Period, the Grantee shall forfeit all PSUs granted with respect to the Performance Period and neither the Company nor any Related Corporation shall have any further obligations to the Grantee under this Agreement.

(c) If the Grantee's Termination of Service occurs as a result of the Grantee's death or disability prior to the end of the Performance Period, the Grantee will vest on such date in a pro rata portion of the Target Award calculated by multiplying the Target Award by a fraction, the numerator of which equals the number of days that the Grantee was employed during the Performance Period and the denominator of which equals the total number of days in the Performance Period.

(d) If the Grantee's Termination of Service occurs by reason of the Grantee's termination by the Company or a Related Corporation without Cause (or, if the Grantee's employment agreement so provides, the voluntary termination by the Grantee for Good Reason) prior to the end of the Performance Period, 100% of the unvested PSUs shall vest as of the date of Termination of Service in the amount of the Target Award.

(e) Upon the occurrence of a Change in Control during the Performance Period, if the Committee makes a good faith determination that an Alternative Award (as defined in Section 14 of the Plan) has not been granted by the acquirer, the Performance Period shall end and the Grantee shall be deemed to have earned an award equal to the greater of: (i) 100% of the unvested PSUs in the amount of the Target Award and (ii) the number of PSUs earned by the Grantee based on the actual level of achievement of the Performance Goals in accordance with Exhibit A as of the date of the Change in Control, as determined by the Committee.

(f) Upon a Change in Control during the Performance Period, if the Committee makes a good faith determination that an Alternative Award has been granted by the acquirer, the Alternative Award shall continue to vest in accordance with this paragraph 4.

5. Shareholder Rights. The Grantee shall not have any right, in respect of PSUs awarded pursuant to the Plan, to receive dividends or vote on any matter submitted to the Company's stockholders until such time as Common Shares attributable to such PSUs have been issued to the Grantee.

6. Dividend Equivalents. PSUs awarded under this Agreement are eligible to receive Dividend Equivalents. On each date that a cash dividend is paid with respect to Common Shares, the Company shall credit the bookkeeping account (the "Account") established on behalf of the Grantee with the dollar amount of the dividends the Grantee would have received if the PSUs held by the Grantee on the record date for such dividend payment had been Common Shares. Interest may be credited on the Dividend Equivalents at a rate and subject to such terms as determined by the Committee. Dividend Equivalents shall be subject to the same vesting and forfeiture restrictions as the PSUs to which they are attributable and shall be paid in cash on the same date that the PSUs to which they are attributable are settled.

7. Settlement of PSUs. As soon as practicable after the vesting date and in any event no later than March 15 of the calendar year following the calendar year in which such vesting occurs, the Company shall transfer to the Grantee one Common Share for each PSU vesting on the vesting date (the date of any such transfer shall be the settlement date for purposes of this Agreement); however, the Company may withhold shares otherwise transferable to the Grantee to the extent necessary to satisfy withholding taxes due by reason of the vesting of the PSU. Notwithstanding the foregoing, upon a Change in Control, the Company may, in its sole discretion and on such terms and conditions as it deems appropriate, pay the Award either (i) in Common Shares, and/or (ii) as a Settlement Payment in cash or other property on the 30th day following such Change in Control, based on the Change in Control Price.

8. Deferral of PSUs.

(a) The Grantee may elect to defer the settlement of PSUs (and any related Dividend Equivalents) granted under this Agreement until the earliest of (i) a date (the "Specified Payment Date") selected by the Grantee that is not less than one (1) year and not more than ten (10) years from the vesting date, (ii) a Change in Control,

provided that the event constitutes a change in control within the meaning of Treasury Regulation Section 1.409A-3(i)(5) or any successor provision, or (iii) the Grantee's Termination of Service for any reason, provided that the event constitutes a separation from service within the meaning of Treasury Regulation Section 1.409A-1(h) or any successor provision. In such case, settlement of PSUs (and any related Dividend Equivalents) will occur as soon as practicable after the Specified Payment Date, Change in Control, or Termination of Service, as applicable, but in any event no later than sixty (60) days thereafter. Notwithstanding the foregoing, if settlement is to be made as a result of the Grantee's Termination of Service other than due to death or disability and the Grantee is a "specified employee" within the meaning of Code Section 409A at the time of such Termination of Service, then settlement will not occur until the first business day of the seventh month following the month in which such Termination of Service occurs (or, if earlier, within 60 days of the Grantee's death if the Grantee dies following Termination of Service and before payment is made).

(b) To make an election to defer settlement of PSUs (and any related Dividend Equivalents), the Grantee must make a valid election in compliance with the provisions of Section 409A of the Code and in accordance with procedures established by the Committee. Such deferral election is irrevocable and may not be accelerated, revoked or modified except as otherwise permitted under Code Section 409A and the Plan. PSUs deferred under this election will be settled in Common Shares payable in a single lump sum. Dividend Equivalents deferred under this election will be settled in a single lump sum cash payment.

9. Transferability. The Grantee shall not transfer or assign, in whole or in part, PSUs subject to this Agreement, other than (a) by will or by the laws of descent and distribution, or (b) by designation, in a manner established by the Company, of a beneficiary or beneficiaries to exercise the rights of the Grantee and to receive any property distributable with respect to this Agreement upon the death of the Grantee upon satisfaction of the vesting conditions described in paragraph 4 above.

10. Withholding. Any tax consequences arising from the grant of this Award shall be borne solely by the Grantee. The Company and/or its Related Corporations shall withhold taxes according to the requirements under the applicable laws, rules and regulations including withholding taxes at source. The Grantee will not be entitled to receive from the Company any Common Shares hereunder prior to the full payment of the Grantee's tax liabilities relating to this Award. The Company may, in its discretion, elect (a) to withhold Common Shares otherwise issuable under the Plan or (b) allow the Grantee to deliver to the Company previously acquired Common Shares (through actual tender or attestation), in either case for the greatest number of whole shares having a Fair Market Value on the date immediately preceding the date of vesting not in excess of the amount required to satisfy the withholding tax obligations.

11. Compliance with Applicable Law. Notwithstanding any other provision of this Agreement, the Company shall have no obligation to issue any Common Shares if such issuance would violate any applicable law or any applicable regulation or requirement of any securities exchange or similar entity.

12. Section 409A. Notwithstanding anything herein to the contrary, to the maximum extent permitted by applicable law, the settlement of the PSUs (including any Dividend Equivalents) to be made to the Grantee pursuant to this Agreement is intended to qualify as a "short-term deferral" pursuant to Section 1.409A-1(b)(4) of the Regulations and this Agreement shall be interpreted consistently therewith. However, under certain circumstances, including where Grantee has elected to defer settlement of this Award in accordance with paragraph 8, settlement of the PSUs or any Dividend Equivalents may not so qualify, and in that case, the Committee shall administer the grant and settlement of such PSUs and any Dividend Equivalents in compliance with Section 409A of the Code. Notwithstanding the foregoing, neither the Company nor the Committee shall have any obligation to take any action to prevent the assessment of any excise tax or penalty on the Grantee under Section 409A of the Code and neither the Company nor the Committee will have any liability to the Grantee for such tax or penalty.

14. Administration. The authority to manage and control the operation and administration of this Agreement shall be vested in the Committee, and the Committee shall have all powers with respect to this Agreement as it has with respect to the Plan. Any interpretation of the Agreement by the Committee and any decision made by it with respect to the Agreement is final and binding on all parties. Any inconsistency between this Agreement and the Plan shall be resolved in favor of the Plan.

15. Not an Employment Contract. This Award will not confer on the Grantee any right with respect to the continuance of employment or other service to the Company or any Related Corporation, nor will it interfere in any way with any right the Company or any Related Corporation would otherwise have to terminate or modify the terms of such Grantee's employment or other service at any time.

16. Notices. Any written notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by email or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three business days after mailing but in no event later the date of actual receipt. Notices shall be directed, if to the Grantee, at the Grantee's email address or physical address indicated by the Company's records, or if to the Company, at the Company's principal executive office.

17. Amendment. This Agreement may be amended in accordance with the provisions of the Plan, and may otherwise be amended by written agreement of the Grantee and the Company without the consent of any other person.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

19. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Company and the Grantee and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the transfer restrictions set forth in this Agreement and the Plan.

20. Applicable Law. This Agreement shall be construed in accordance with the laws of Bermuda (without reference to principles of conflict of laws).

21. Clawback Policy. Notwithstanding any other provision of this Agreement, this Award will be subject to any compensation recovery or clawback policy the Company adopts, including any policy required to comply with applicable law or listing standards, as such policy may be amended from time to time in the Company's sole discretion.

22. Electronic Administration. Grantee hereby consents to any and all procedures that the Company has established or may establish for an electronic signature system for delivery and acceptance of this award agreement and any other documents that the Company may be required to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature.

23. Additional Provisions.

(a) In addition, the Grantee acknowledges: (i) that the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (ii) that the grant of the PSUs does not create any contractual or other right to receive future grants of PSUs, or benefits in lieu of PSUs; (iii) that all determinations with respect to any such future grants, including, but not limited to, the times when PSUs shall be granted and the number of shares subject to each PSU will be at the sole discretion of the Company without the need to supply reasons for the exercise or non-exercise of that discretion; and (v) that the PSU is not part of normal or expected compensation for purposes of calculating any severance or other payments paid for any reason whatsoever and whether such termination is subsequently held to be wrongful or unfair.

(b) The Grantee has been informed by the Company about the processing of relevant data under the Plan and the PSUs and in particular this paragraph. By entering into this Agreement, the Grantee: (i) authorizes the Company and each Affiliate, and any agent of the Company or any Affiliate or third party administering the Plan, to collect, use, process and disclose and transfer to and retention by the Company or any of its or their persons such information and data (including personal data) as the Company or any such person (including any situated outside the European Economic Area) shall request or need in order to facilitate the grant of PSUs and the administration of the Plan; (ii) waives any data privacy rights he or she may have with respect to such information; and (iii) authorizes the Company and each Affiliate to store and transmit such information in electronic form.

(c) The Grantee acknowledges that any income, other taxes or social security contributions (including to the extent provided herein any employers' social security contributions) due from him or her with respect to the grant, vesting, deferral or delivery of this Award and Common Shares transferable hereunder ("Tax Liability") shall be the Grantee's responsibility and the Grantee agrees to indemnify the Company and his or her employer or former employer in respect of all such Tax Liability provided that the Grantee understands and agrees that, unless (a) his or her employer or former employer is able to withhold the amount of the Tax Liability from payment of his or her remuneration within the period of 30 days from the date on which any Tax Liability arises; (b) the Grantee indicates in writing to his or her employer or former employer in a manner agreed with the Company that the Grantee will make a payment to the Company of an amount equal to the Tax Liability and does in fact make such a

payment, within 14 days of being notified by the Company of the amount of the Tax Liability, the Company shall be entitled to sell sufficient of the Common Shares acquired or to be acquired by the Grantee necessary to satisfy the indemnity and to procure payment to the Grantee's employer of an amount sufficient to satisfy the indemnity out of the net proceeds of sale of the Shares.

(d) Any deferral election made in a jurisdiction where such election would be ineffective for tax purposes according to the law of such jurisdiction shall be null and void and the PSUs will be settled as if no deferral election had been made.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Performance Stock Unit Award Agreement on _____.

ENSTAR GROUP LIMITED

By: _____
Name:
Title:

GRANTEE

EXHIBIT A

Performance Measure

The number of PSUs earned shall be determined by reference to the **[Insert Performance Goal(s)]** for the Performance Period.

[Insert Definitions Applicable to Performance Goals and performance Period]

Determining PSUs Earned and Award Range

Except as otherwise provided in the Plan or the Agreement, the number of PSUs earned with respect to the Performance Period shall be determined as follows: **[Insert Description]**