

**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): June 27, 2018

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))

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.

Item 3.03 Material Modification to Rights of Security Holders.

On June 27, 2018, Enstar Group Limited (the "Company") consummated its previously disclosed public offering of 16,000,000 depositary shares (the "Depositary Shares"), each of which represents a 1/1,000th interest in a share of its 7.00% fixed-to-floating rate perpetual non-cumulative preference shares, Series D, par value of \$1.00 per share, with a liquidation preference of \$25,000 per share (equivalent to \$25 per Depositary Share) (the "Preference Shares").

Dividends on the Preference Shares will be payable on a non-cumulative basis only when, as and if declared, quarterly in arrears on March 1, June 1, September 1 and December 1 of each year, commencing on September 1, 2018, at a rate equal to 7.00% of the liquidation preference per annum (equivalent to \$1,750.00 per Preference Share and \$1.75 per Depositary Share).

In connection with such transaction, the Company adopted a Certificate of Designations (the "Certificate of Designations") with respect to the Preference Shares. Pursuant to the Certificate of Designations, the Preference Shares rank senior to the Company's voting and non-voting ordinary shares and Series C Participating Non-Voting Perpetual Preferred Shares as to dividends and distributions of assets upon the Company's liquidation, dissolution or winding up.

The foregoing description of the Certificate of Designations does not purport to be complete and is qualified in its entirety by reference to the Certificate of Designations, a copy of which is attached hereto as Exhibit 4.1 and is incorporated by reference herein. The form of share certificate for any Preference Shares that may be issued in certificated form is attached hereto as Exhibit 4.2 and incorporated by reference herein.

In connection with the issuance of the Depositary Shares, the Company entered into a Deposit Agreement, dated as of June 27, 2018 (the "Deposit Agreement"), by and among the Company, American Stock Transfer & Trust Company, LLC and the holders from time to time of the depositary receipts (the "Depositary Receipts") evidencing the Depositary Shares. The Preference Shares were deposited against delivery of the Depositary Receipts pursuant to the Deposit Agreement. The Deposit Agreement is attached hereto as Exhibit 4.3 and the form of Depositary Receipt is attached hereto as Exhibit 4.4. The foregoing description of the Deposit Agreement is qualified in its entirety by reference to such exhibit, which is incorporated by reference herein.

Item 5.03 Amendments to Articles of Incorporation or Bye-Laws.

Item 3.03 above is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
4.1	Certificate of Designations of 7.00% fixed-to-floating rate perpetual non-cumulative preference shares, Series D
4.2	Form of Share Certificate evidencing 7.00% fixed-to-floating rate perpetual non-cumulative preference share, Series D
4.3	Deposit Agreement, dated June 27, 2018 between the Company, American Stock Transfer & Trust Company, LLC and the holders from time to time of the Depositary Receipts
4.4	Form of Depositary Receipt (included in Exhibit 4.3)
5.1	Opinion of Drinker Biddle & Reath LLP
5.2	Opinion of Conyers Dill & Pearman Limited
12.1	Computation of Pro Forma Ratios of Earnings to Fixed Charges
23.1	Consent of Drinker Biddle & Reath LLP (included in Exhibit 5.1)
23.2	Consent of Conyers Dill & Pearman Limited (included in Exhibit 5.2)
99.1	Expenses of the Offering

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

Date: June 27, 2018

By: /s/ Guy Bowker

Guy Bowker
Chief Financial Officer

CERTIFICATE OF DESIGNATIONS
OF
7.00% FIXED-TO-FLOATING RATE
PERPETUAL NON-CUMULATIVE PREFERENCE SHARES, SERIES D
OF
ENSTAR GROUP LIMITED

Enstar Group Limited, a Bermuda exempted company (the "Company"), HEREBY CERTIFIES that, pursuant to the authority contained in its Fourth Amended and Restated Bye-Laws (as amended and restated from time to time, the "Bye-Laws") and to resolutions of the board of directors of the Company (the "Board of Directors") adopted on June 13, 2018, the creation of the series of 7.00% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares, Series D, US\$1.00 par value per share, US\$25,000 liquidation preference per share (the "Series D Preference Shares"), was authorized and the designation, preferences and privileges, voting rights, relative, participating, optional and other special rights, and qualifications, limitations and restrictions of the Series D Preference Shares, in addition to those set forth in the Bye-Laws of the Company, were fixed as follows:

SECTION 1. DESIGNATION. The distinctive serial designation of the Series D Preference Shares is "7.00% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares, Series D." Each Series D Preference Share shall be identical in all respects to every other Series D Preference Share, except as to the respective dates from which dividends thereon shall accrue, to the extent such dates may differ as permitted pursuant to Section 4(a) herein.

SECTION 2. NUMBER OF SHARES. The authorized number of Series D Preference Shares shall be 16,000. Series D Preference Shares that are redeemed, purchased or otherwise acquired by the Company shall have the status of authorized but unissued shares of the Company, without designation as to class or series.

SECTION 3. DEFINITIONS. As used herein with respect to Series D Preference Shares:

- (a) "additional amounts" has the meaning specified in Section 5(a).
 - (b) "Adjustments" has the meaning specified in the definition of "Three-month LIBOR" below.
 - (c) "Alternative Rate" has the meaning specified in the definition of "Three-month LIBOR" below.
 - (d) "BMA" means the Bermuda Monetary Authority.
 - (e) "Business Day" means a day that is a Monday, Tuesday, Wednesday, Thursday or Friday and is not a day on which banking institutions in New York City generally are authorized or obligated by law or executive order to close.
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(f) "Calculation Agent" means the nationally recognized calculation agent appointed by the Company prior to September 1, 2028.

(g) "Capital Adequacy Regulations" means the solvency margin, capital adequacy regulations or any other regulatory capital rules applicable to the Company from time to time on an individual or group basis pursuant to Bermuda law and/or the laws of any other relevant jurisdiction and which set out the requirements to be satisfied by financial instruments to qualify as solvency margin or additional solvency margin or regulatory capital (or any equivalent terminology employed by the then applicable capital adequacy regulations).

(h) "Capital Disqualification Event" means that the Series D Preference Shares do not qualify, in whole or in part (including as a result of any transitional or grandfathering provisions), for purposes of determining the solvency margin, capital adequacy ratios or any other comparable ratios, regulatory capital resource or level of the Company or any subsidiary thereof, where subdivided into tiers, as Tier 2 capital securities under then-applicable Capital Adequacy Regulations imposed upon the Company by the BMA (or any successor agency or then-applicable regulatory authority) which would include, without limitation, the ECR, except as a result of any applicable limitation on the amount of such capital.

(i) "Certificate of Designations" means this Certificate of Designations relating to the Series D Preference Shares, as it may be amended from time to time.

(j) "Change in Tax Law" has the meaning specified in Section 7(d).

(k) "Companies Act" means the Companies Act 1981 of Bermuda, as amended.

(l) "Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having an actual or interpolated maturity comparable to the term remaining to the Dividend Payment Date on September 1, 2028 that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of preferred securities.

(m) "Comparable Treasury Price" means, with respect to any Redemption Date

(i) the average of the Reference Treasury Dealer Quotations for that Redemption Date, after excluding the highest and the lowest of such Reference Treasury Dealer Quotations, or

(ii) if the Independent Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations so received.

(n) "Dividend Payment Date" has the meaning specified in Section 4(a).

(o) "Dividend Period" has the meaning specified in Section 4(a).

(p) "Dividend Record Date" has the meaning specified in Section 4(a).

(q) "DTC" means The Depository Trust Company, together with its successors and assigns.

(r) "ECR" means the BMA's Enhanced Capital Requirements (as defined in the Capital Adequacy Regulations).

(s) "Fixed Rate" means an amount equal to 7.00%.

(t) "Fixed Rate Period" means the period from and including the Issue Date to but excluding

September 1, 2028.

(u) "Floating Rate" means, for any Dividend Period during the Floating Rate Period, the sum of Three-month LIBOR as determined with respect to the LIBOR Determination Date for such Dividend Period plus 4.015%, subject to the last paragraph of the definition of "Three-month LIBOR" below. Notwithstanding the foregoing, the Floating Rate shall in no event exceed the maximum rate permitted by law.

(v) "Floating Rate Period" means the period from, and including, September 1, 2028 to the first date on which no Series D Preference Shares are outstanding.

(w) "Independent Investment Banker" means one of the Reference Treasury Dealers appointed by the Company.

(x) "Insurance Act" means the Insurance Act 1978 of Bermuda, as amended.

(y) "Issue Date" means June 27, 2018, the original date of issuance of the Series D Preference Shares.

(z) "Junior Shares" means any class or series of shares of the Company that ranks junior to the Series D Preference Shares either as to the payment of dividends or as to the distribution of assets upon any liquidation, dissolution or winding-up of the Company. As of the Issue Date, Junior Shares consist of the Series C Preferred Shares, the Non-Voting Convertible Ordinary Shares and the Ordinary Shares.

(aa) "LIBOR Determination Date" means the second London Banking Day immediately preceding the applicable LIBOR Reset Date.

(bb) "LIBOR Reset Date" has the meaning specified in Section 4(b).

(cc) "Liquidation Preference" has the meaning specified in Section 6(b).

(dd) "London Banking Day" means a day on which commercial banks are open for business, including dealings in deposits in U.S. dollars, in London.

(ee) "Nonpayment Event" has the meaning specified in Section 9(b).

(ff) "Non-Voting Convertible Ordinary Shares" means the non-voting convertible ordinary shares, par value US\$1.00 per share, of the Company.

(gg) "Ordinary Shares" means the ordinary shares, par value US\$1.00 per share, of the Company.

(hh) "Parity Shares" means any class or series of shares of the Company that ranks equally with the Series D Preference Shares as to the payment of dividends and as to the distribution of assets on any liquidation, dissolution or winding-up of the Company. As of the Issue Date, there are no Parity Shares of the Company outstanding.

(ii) "Preference Shares" means any and all series of preference shares of the Company, including the Series C Preferred Shares and the Series D Preference Shares.

(jj) "Preference Shares Directors" has the meaning specified in Section 9(b).

(kk) "Primary Treasury Dealer" has the meaning specified in the definition of "Reference

Treasury Dealer.”

(ll) “Rating Agency” means a nationally recognized statistical rating organization, as defined in Section 3(a)(62) of the U.S. Securities Exchange Act of 1934, as amended, that publishes a rating for the Company.

(mm) “Rating Agency Event” has the meaning specified in Section 7(e).

(nn) “Redemption Date” means any date fixed for redemption in accordance with Section 7.

(oo) “Redemption Requirements” has the meaning specified in Section 7(b).

(pp) “Reference Treasury Dealer” means (i) each of Wells Fargo Securities, LLC, Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Barclays Capital Inc. and HSBC Securities (USA) Inc., or their affiliates that are primary U.S. government securities dealers and their respective successors, unless any of them ceases to be a primary U.S. government securities dealer in New York City (a “Primary Treasury Dealer”), in which case the Company shall substitute another Primary Treasury Dealer and (ii) two other Primary Treasury Dealers that the Company selects.

(qq) “Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by that Reference Treasury Dealer at 3:30 p.m. (New York City time), on the third Business Day preceding the Redemption Date.

(rr) “Relevant Date” has the meaning specified in Section 5(b)(i).

(ss) “Relevant Taxing Jurisdiction” has the meaning specified in Section 7(d).

(tt) “Reuters Page LIBOR01” means the display so designated on Reuters 3000 Xtra (or any successor service) (or any other page as may replace such page on such service) or such other service as may be nominated by the Company as the information vendor for the purpose of displaying the London interbank offer rates of major banks for U.S. dollars deposits.

(uu) “Senior Shares” means any class or series of shares of the Company that ranks senior to the Series D Preference Shares as to the payment of dividends or as to the distribution of assets on any liquidation, dissolution or winding-up of the Company. As of the Issue Date, there are no Senior Shares of the Company outstanding.

(vv) “Series C Preferred Shares” means the Company’s Series C Participating Non-Voting Perpetual Preferred Stock, US\$1.00 par value per share and US\$0.01 liquidation preference per share.

(ww) “Series D Preference Shares” has the meaning specified in the preamble.

(xx) “Successor Company” means an entity formed by a consolidation, merger, amalgamation or other similar transaction involving the Company or an entity to which the Company conveys, transfers or leases substantially all its properties and assets.

(yy) “Tax Event” has the meaning specified in Section 7(d).

(zz) “Three-month LIBOR” means, with respect to any LIBOR Determination Date:

(i) the rate for three-month deposits in U.S. dollars as that rate appears on the Reuters Page LIBOR01 as of 11:00 a.m. (London time) on the LIBOR Determination Date for that

Dividend Period, unless fewer than two such offered rates so appear;

(ii) if fewer than two offered rates appear, or no rate appears, as the case may be, on the LIBOR Determination Date for that Dividend Period on the Reuters Page LIBOR01, the rate calculated by the Calculation Agent based on two offered quotations after requesting the principal London offices of each of four major reference banks (which will not include affiliates of the Company) in the London interbank market, as selected and identified by the Company, to provide the Calculation Agent with offered quotations for deposits in U.S. dollars for the period of three months, commencing on the first day of that Dividend Period, to prime banks in the London interbank markets at approximately 11:00 a.m. (London time) on that date and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time;

(iii) if fewer than two offered quotations referred to in clause (ii) are provided as requested, the rate calculated by the Calculation Agent as the arithmetic mean of the rates quoted at approximately 11:00 a.m. (New York City time) on the LIBOR Determination Date for that Dividend Period by three major banks (which will not include affiliates of the Company) in New York City selected and identified by the Company for loans in U.S. dollars to leading European banks having a three-month maturity and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time; or

(iv) if the banks so selected by the Calculation Agent are not quoting as mentioned in clause (iii), the Calculation Agent, after consulting such sources as it deems comparable to any of the foregoing quotations or to Reuters Page LIBOR01, or any such source as it deems reasonable from which to estimate Three-month LIBOR or any of the foregoing lending rates, shall determine Three-month LIBOR for the applicable Dividend Period in its sole discretion.

Notwithstanding the foregoing clauses (i) - (iv), if the Company or the Calculation Agent determines that LIBOR has been permanently discontinued, the Calculation Agent shall use, as a substitute for LIBOR and for each future LIBOR Determination Date, the alternative reference rate (the "Alternative Rate") selected by a central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with accepted market practice. As part of such substitution, the Calculation Agent shall, after consultation with the Company, make such adjustments ("Adjustments") to the Alternative Rate or the spread thereon, as well as the business day convention, LIBOR Determination Dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations or preferred share obligations such as the Series D Preference Shares. If the Calculation Agent determines, in consultation with the Company, that there is no clear market consensus as to whether any rate has replaced LIBOR in customary market usage, (A) the Calculation Agent shall have the right to resign as Calculation Agent and (B) the Company shall appoint, in its sole discretion, a new Calculation Agent to replace the Calculation Agent to determine the Alternative Rate and make any Adjustments thereon, and whose determinations shall be binding on the Company and the holders of the Series D Preference Shares. If, however, the Calculation Agent determines that LIBOR has been discontinued, but for any reason an Alternative Rate has not been determined, Three-month LIBOR shall be equal to such rate on the LIBOR Determination Date when Three-month LIBOR was last available on the Reuters Page LIBOR01, as determined by such new Calculation Agent.

(aaa) "Treasury Rate" means, with respect to any Redemption Date, the rate per year equal to the quarterly equivalent yield to maturity of the Comparable Treasury Issue, calculated on the third Business Day preceding the Redemption Date, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that Redemption Date.

(bbb) "Voting Preference Shares" means any other class or series of Preference Shares ranking equally with the Series D Preference Shares with respect to dividends and the distribution of

assets upon liquidation, dissolution or winding up of the Company and upon which like voting rights have been conferred and are exercisable. As of the Issue Date, there are no Voting Preference Shares of the Company outstanding.

SECTION 4. DIVIDENDS.

(a) **RATE AND PAYMENT OF DIVIDENDS.** The holders of Series D Preference Shares shall be entitled to receive, only when, as and if declared by the Board of Directors or a duly authorized committee of the Board of Directors, out of available funds for the payment of dividends under Bermuda law, non-cumulative cash dividends from, and including, the Issue Date, quarterly in arrears, on the 1st day of March, June, September and December of each year (each, a "Dividend Payment Date"), commencing on September 1, 2018; *provided that*, during the Fixed Rate Period, if any Dividend Payment Date falls on a day that is not a Business Day, such dividend shall instead be payable on (and no additional dividends shall accrue on the amount so payable from such date to) the first Business Day following such Dividend Payment Date; *provided, further that*, during the Floating Rate Period, if any Dividend Payment Date other than a Redemption Date falls on a day that is not a Business Day, such Dividend Payment Date shall be postponed to the next day that is a Business Day and, as a result, the corresponding Dividend Period shall be extended.

To the extent declared, during the Fixed Rate Period, dividends shall accumulate, with respect to each Dividend Period, in an amount per Series D Preference Share equal to the Fixed Rate of the Liquidation Preference per share per annum. During the Fixed Rate Period, dividends payable on the Series D Preference Shares shall be computed on the basis of a 360-day year consisting of twelve 30-day months with respect to a full Dividend Period, and on the basis of the actual number of days elapsed during such Dividend Period with respect to a Dividend Period other than a full Dividend Period.

To the extent declared, during the Floating Rate Period, dividends shall accumulate, with respect to each Dividend Period, in an amount per Series D Preference Share equal to the Floating Rate of the Liquidation Preference per share per annum. During the Floating Rate Period, dividends payable per Series D Preference Share shall be computed by multiplying the Floating Rate for that Dividend Period by a fraction, the numerator of which shall be the actual number of days elapsed during that Dividend Period (determined by including the first day of the Dividend Period and excluding the last day, which shall be the Dividend Payment Date), and the denominator of which shall be 360, and by multiplying the result by the Liquidation Preference per share.

Dividends, if so declared, that are payable on Series D Preference Shares on any Dividend Payment Date shall be payable to holders of record of Series D Preference Shares as they appear on the register of members of the Company at 5:00 p.m. (New York City time) on the applicable record date, which shall be the 15th day of February, May, August or November, as applicable, immediately preceding such Dividend Payment Date, or such other record date fixed by the Board of Directors or a duly authorized committee of the Board of Directors that is not more than 60 nor less than 10 days prior to such Dividend Payment Date (each, a "Dividend Record Date"). Any such day that is a Dividend Record Date shall be a Dividend Record Date whether or not such day is a Business Day.

Each dividend period (a "Dividend Period") shall commence on and include a Dividend Payment Date (other than the initial Dividend Period, which shall commence on and include the Issue Date, *provided that*, for any Series D Preference Shares issued after the Issue Date, the initial Dividend Period for such shares may commence on and include such other date as the Board of Directors or a duly authorized committee of the Board of Directors shall determine and publicly disclose at the time such additional shares are issued) and shall end on and include the calendar day preceding the next Dividend Payment Date. Dividends payable in respect of a Dividend Period shall be payable in arrears (i.e., on the first Dividend Payment Date after such Dividend Period).

Dividends on the Series D Preference Shares shall be non-cumulative.

Accordingly, if the Board of Directors or a duly authorized committee of the Board of Directors does not authorize and declare a dividend on the Series D Preference Shares for any Dividend Period on or before the Dividend Payment Date for such Dividend Period, in full or otherwise, then such undeclared dividends shall not cumulate and shall not accrue and shall not be payable, and the Company shall have no obligation to pay such undeclared dividends for the applicable Dividend Period on the related Dividend Payment Date or at any future time or to pay interest with respect to such dividends, whether or not dividends are declared for any future Dividend Period on Series D Preference Shares.

Holders of Series D Preference Shares shall not be entitled to any dividends or other distributions, whether payable in cash, securities or other property, other than dividends (if any) declared and payable on the Series D Preference Shares as specified in this Section 4 (subject to the other provisions of this Certificate of Designations).

(b) DETERMINATION OF FLOATING RATE. The Floating Rate shall be reset quarterly on the first day of each Dividend Period during the Floating Rate Period (each, a "LIBOR Reset Date") in accordance with the procedure set forth in the definition of "Three-month LIBOR" in Section 3(zz) herein. For the avoidance of doubt, during the Floating Rate Period, if any LIBOR Reset Date falls on a day that is not a Business Day, the LIBOR Reset Date shall be postponed to the next day that is a Business Day, which shall also be the Dividend Payment Date for the preceding Dividend Period.

(c) PRIORITY OF DIVIDENDS. So long as any Series D Preference Shares remain outstanding, unless the full dividend for the last completed Dividend Period on all outstanding Series D Preference Shares and all Parity Shares has been declared and paid (or declared and a sum sufficient for the payment thereof has been set aside), (i) no dividend shall be declared or paid on the Ordinary Shares or any other Junior Shares or any Parity Shares (except in the case of the Parity Shares, on a pro rata basis with the Series D Preference Shares as described below), other than a dividend payable solely in Ordinary Shares or in other Junior Shares or (solely in the case of Parity Shares) in other Parity Shares, as applicable, and (ii) no Ordinary Shares or other Junior Shares or Parity Shares shall be purchased, redeemed or otherwise acquired for consideration by the Company, directly or indirectly (other than (A) as a result of a reclassification of Junior Shares for or into other Junior Shares, or a reclassification of Parity Shares for or into other Parity Shares, or the exchange or conversion of one Junior Share for or into another Junior Share or the exchange or conversion of one Parity Share for or into another Parity Share, (B) through the use of the proceeds of a substantially contemporaneous sale of Junior Shares or (solely in the case of Parity Shares) other Parity Shares, as applicable and (C) as required by or necessary to fulfill the terms of any employment contract, benefit plan or similar arrangement with or for the benefit of one or more employees, directors or consultants.

When dividends are not paid (or declared and a sum sufficient for payment thereof set aside) in full on any Dividend Payment Date (or, in the case of Parity Shares having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within a Dividend Period) on the Series D Preference Shares and any Parity Shares, all dividends declared by the Board of Directors or a duly authorized committee thereof on the Series D Preference Shares and all such Parity Shares and payable on such Dividend Payment Date (or, in the case of Parity Shares having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) shall be declared by the Board of Directors or such committee thereof pro rata in accordance with the respective aggregate liquidation preference of the Series D Preference Shares and any Parity Shares so that the respective amounts of such dividends shall bear the same ratio to each other as all declared but unpaid dividends per Series D Preference Share and all Parity Shares payable on such Dividend Payment Date (or, in the case of Parity Shares having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) bear to each other.

(d) RESTRICTIONS ON PAYMENT OF DIVIDENDS. Pursuant to and subject to the Companies Act, the Company may not lawfully declare or pay a dividend if the Company has reasonable

grounds for believing that the Company is, or would after payment of the dividend be, unable to pay its liabilities as they become due, or that the realizable value of the Company's assets would, after payment of the dividend, be less than the aggregate value of the Company's liabilities, issued share capital and share premium accounts.

SECTION 5. PAYMENT OF ADDITIONAL AMOUNTS.

(a) The Company shall make all payments on the Series D Preference Shares free and clear of and without withholding or deduction at source for, or on account of, any present or future taxes, fees, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Relevant Taxing Jurisdiction, unless such taxes, fees, duties, assessments or governmental charges are required to be withheld or deducted by (i) the laws (or any regulations or rulings promulgated thereunder) of any Relevant Taxing Jurisdiction or (ii) an official position regarding the application, administration, interpretation or enforcement of any such laws, regulations or rulings (including, without limitation, a holding by a court of competent jurisdiction or by a taxing authority in any Relevant Taxing Jurisdiction). If a withholding or deduction at source is required, the Company shall, subject to certain limitations and exceptions described below, pay to the holders of the Series D Preference Shares such additional amounts (the "additional amounts") as dividends as may be necessary so that every net payment, after such withholding or deduction (including any such withholding or deduction from such additional amounts), shall be equal to the amounts the Company would otherwise have been required to pay had no such withholding or deduction been required.

(b) The Company shall not be required to pay any additional amounts for or on account of:

(i) any tax, fee, duty, assessment or governmental charge of whatever nature that would not have been imposed but for the fact that such holder was a resident, domiciliary or national of, or engaged in business or maintained a permanent establishment or was physically present in, the Relevant Taxing Jurisdiction or any political subdivision thereof or otherwise had some connection with the Relevant Taxing Jurisdiction other than by reason of the mere ownership of, or receipt of payment under, such Series D Preference Shares or any Series D Preference Shares presented for payment (where presentation is required for payment) more than 30 days after the Relevant Date (except to the extent that the holder would have been entitled to such amounts if it had presented such shares for payment on any day within such 30 day period). The "Relevant Date" means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the dividend disbursing agent on or prior to such due date, it means the first date on which the full amount of such moneys having been so received and being available for payment to holders and notice to that effect shall have been duly given to the holders of the Series D Preference Shares;

(ii) any estate, inheritance, gift, sale, transfer, personal property or similar tax, assessment or other governmental charge or any tax, assessment or other governmental charge that is payable otherwise than by withholding or deduction from payment of the liquidation preference or of any dividends on the Series D Preference Shares;

(iii) any tax, fee, duty, assessment or other governmental charge that is imposed or withheld by reason of the failure by the holder of such Series D Preference Shares to comply with any reasonable request by the Company addressed to the holder within 90 days of such request (a) to provide information concerning the nationality, residence or identity of the holder or (b) to make any declaration or other similar claim or satisfy any information or reporting requirement that is required or imposed by statute, treaty, regulation or administrative practice of the Relevant Taxing Jurisdiction as a precondition to exemption from all or part of such tax, fee, duty, assessment or other governmental charge;

(iv) any tax, fee, duty, assessment or governmental charge required to be withheld or deducted under Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (or any Treasury regulations or other administrative guidance thereunder); or

(v) any combination of items (i), (ii), (iii) and (iv).

(c) In addition, the Company shall not pay additional amounts with respect to any payment on any such Series D Preference Shares to any holder that is a fiduciary, partnership, limited liability company or other pass-through entity other than the sole beneficial owner of such Series D Preference Shares if such payment would be required by the laws of the Relevant Taxing Jurisdiction to be included in the income for tax purposes of a beneficiary or partner or settlor with respect to such fiduciary or a member of such partnership, limited liability company or other pass-through entity or a beneficial owner to the extent such beneficiary, partner or settlor would not have been entitled to such additional amounts had it been the holder of the Series D Preference Shares.

SECTION 6. LIQUIDATION RIGHTS.

(a) VOLUNTARY OR INVOLUNTARY LIQUIDATION. In the event of any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, holders of Series D Preference Shares shall be entitled to receive, out of the assets of the Company available for distribution to shareholders of the Company, after satisfaction of all liabilities and obligations to creditors of the Company, if any, but before any distribution of such assets is made to the holders of Ordinary Shares and any other Junior Shares, a liquidating distribution in the amount equal to US\$25,000 per Series D Preference Share, plus declared and unpaid dividends, if any, to the date fixed for distribution.

(b) PARTIAL PAYMENT. If in any distribution described in Section 6(a) above, the assets of the Company are not sufficient to pay the Liquidation Preferences (as defined below) in full to all holders of Series D Preference Shares and all holders of any Parity Shares, the amounts paid to the holders of Series D Preference Shares and to the holders of all such other Parity Shares shall be paid pro rata in accordance with the respective aggregate Liquidation Preferences of the holders of Series D Preference Shares and the holders of all such other Parity Shares, but only to the extent the Company has assets available after satisfaction of all liabilities to creditors. In any such distribution, the "Liquidation Preference" of any holder of Series D Preference Shares or Parity Shares of the Company shall mean the amount otherwise payable to such holder in such distribution (assuming no limitation on the assets of the Company available for such distribution), including any declared but unpaid dividends (and any unpaid, accrued cumulative dividends, whether or not declared, in the case of any holder of shares on which dividends accrue on a cumulative basis).

(c) RESIDUAL DISTRIBUTIONS. If the Liquidation Preference has been paid in full to all holders of Series D Preference Shares and any holders of Parity Shares, the holders of other shares of the Company shall be entitled to receive all remaining assets of the Company according to their respective rights and preferences.

(d) CONTRACTUAL SUBORDINATION. The Series D Preference Shares shall be contractually subordinated in right of payment to all obligations of the Company's subsidiaries including all existing and future policyholders' obligations of such subsidiaries.

(e) MERGER, CONSOLIDATION AND SALE OF ASSETS NOT LIQUIDATION. For purposes of this Section 6, the consolidation, amalgamation, merger, arrangement, reincorporation, de-registration, reconstruction or other similar transaction involving the Company or the sale or transfer of all or substantially all of the shares or the property or business of the Company shall not be deemed to constitute a liquidation, dissolution or winding-up.

SECTION 7. OPTIONAL REDEMPTION.

(a) REDEMPTION AFTER SEPTEMBER 1, 2028.

The Series D Preference Shares may not be redeemed by the Company prior to September 1, 2028, subject to the exceptions set forth in Sections 7(b), (c), (d) and (e) herein. On and after September 1, 2028, the Company may redeem, in whole or from time to time in part, the Series D Preference Shares, upon notice given as provided in Section 7(h) herein, at a redemption price equal to US\$25,000 per share, plus declared and unpaid dividends, if any, to but excluding the Redemption Date, without interest on such unpaid dividends.

(b) VOTING EVENT. The Company may redeem all but not less than all of the Series D Preference Shares, upon notice given as provided in Section 7(h) herein, at a redemption price equal to the greater of (i) \$25,000 per share or (ii) the sum of the present value of \$25,000 per share and the present value of all undeclared dividends for the Dividend Periods from the Redemption Date to and including the September 1, 2028 Dividend Payment Date, in each case discounted to the Redemption Date on a quarterly basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 65 basis points, plus all declared and unpaid dividends, if any, to but excluding the Redemption Date, without interest on such unpaid dividends, if at any time prior to September 1, 2028 the Company (A) submits to the holders of Ordinary Shares a proposal for an amalgamation, consolidation, merger, scheme of arrangement, reconstruction, reincorporation, de-registration (including de-registration under the U.S. Securities Exchange Act of 1934, as amended) or any other similar transaction involving the Company that requires, or (B) submits any proposal for any other matter that (as a result of any change in Bermuda law after June 20, 2018, whether by enactment or official interpretation) requires, in either case, a vote of the holders of the Series D Preference Shares at the time outstanding, voting separately as a single class (alone or with one or more other classes or series of Preference Shares); *provided* that no redemption may occur prior to September 1, 2028 pursuant to this Section 7(b) unless (1) the Company has sufficient funds in order to meet the BMA's ECR and the BMA (or its successor, if any) approves of the redemption or (2) the Company replaces the capital represented by the Series D Preference Shares with capital having equal or better capital treatment as the Series D Preference Shares under the ECR (the conditions described in clauses (1) and (2) above, the "Redemption Requirements").

(c) CAPITAL DISQUALIFICATION EVENT. The Company may redeem, in whole or in part, the Series D Preference Shares, upon notice given as provided in Section 7(h) herein, at a redemption price equal to US\$25,000 per share, plus all declared and unpaid dividends, if any, to but excluding the Redemption Date, without interest on such unpaid dividends, at any time within 90 days following the occurrence of the date on which the Company has reasonably determined that, as a result of (i) any amendment to, or change in, the laws or regulations of Bermuda that is enacted or becomes effective after the initial issuance of the Series D Preference Shares, (ii) any proposed amendment to, or change in, the laws or regulations of Bermuda that is announced or becomes effective after the initial issuance of the Series D Preference Shares or (iii) any official administrative decision or judicial decision or administrative action or other official pronouncement interpreting or applying the laws or regulations of Bermuda that is announced after the initial issuance of the Series D Preference Shares, a Capital Disqualification Event has occurred; *provided* that no redemption may occur prior to September 1, 2028 pursuant to this Section 7(c) unless one of the Redemption Requirements is met; *provided, further* that any redemption in part may only be made if (x) the Company has reasonably determined that the portion of the Series D Preference Shares to be redeemed is the subject of the Capital Disqualification Event and (y) after giving effect to such redemption, the Company has reasonably determined that a Capital Disqualification Event will not exist with respect to the then-outstanding Series D Preference Shares and such redemption will not result in the suspension or removal of the depositary shares representing the Series D Preference Shares from listing on the NASDAQ Global Select Market.

(d) CHANGE IN TAX LAW. The Company may redeem all but not less than all of the Series D Preference Shares, upon notice given as provided in Section 7(h) herein, at a redemption price equal to US\$25,000 per share, plus all declared and unpaid dividends, if any, to but excluding the Redemption Date, without interest on such unpaid dividends, if as a result of a Change in Tax Law there is, in the

Company's reasonable determination, a substantial probability that the Company or any Successor Company would become obligated to pay additional amounts on the next succeeding Dividend Payment Date with respect to the Series D Preference Shares and the payment of those additional amounts could not be avoided by the use of any reasonable measures available to the Company or any Successor Company (a "Tax Event"); *provided* that no redemption may occur prior to September 1, 2028 pursuant to this Section 7(d) unless one of the Redemption Requirements is met. As used herein, "Change in Tax Law" means (i) a change in or amendment to laws, regulations or rulings of any Relevant Taxing Jurisdiction, (ii) a change in the official application or interpretation of those laws, regulations or rulings, (iii) any execution of or amendment to any treaty affecting taxation to which any Relevant Taxing Jurisdiction is party or (iv) a decision rendered by a court of competent jurisdiction in any Relevant Taxing Jurisdiction, whether or not such decision was rendered with respect to the Company, in each case described in clauses (i) - (iv) above, occurring after June 20, 2018; *provided* that in the case of a Relevant Taxing Jurisdiction other than Bermuda in which a Successor Company is organized, such Change in Tax Law must occur after the date on which the Company consolidates, merges or amalgamates (or engages in a similar transaction) with the Successor Company, or conveys, transfers or leases substantially all of its properties and assets to the Successor Company, as applicable. As used herein, "Relevant Taxing Jurisdiction" means (A) Bermuda or any political subdivision or governmental authority of or in Bermuda with the power to tax, (B) any jurisdiction from or through which the Company or its dividend disbursing agent is making payments on the Series D Preference Shares or any political subdivision or governmental authority of or in that jurisdiction with the power to tax or (C) any other jurisdiction in which the Company or any Successor Company is organized or generally subject to taxation or any political subdivision or governmental authority of or in that jurisdiction with the power to tax. Prior to any redemption upon a Tax Event, the Company shall file with its corporate records and deliver to the transfer agent for the Series D Preference Shares a certificate signed by one of the Company's officers confirming that a Tax Event has occurred and is continuing (as reasonably determined by the Company). The Company shall include a copy of this certificate with any notice of such redemption.

(e) **RATING AGENCY EVENT.** The Company may redeem all but not less than all of the Series D Preference Shares, upon notice given as provided in Section 7(h) herein, at a redemption price equal to US\$25,500 per share, plus all declared and unpaid dividends, if any, to but excluding the Redemption Date, without interest on such unpaid dividends, at any time within 90 days after a Rating Agency amends, clarifies or changes the criteria it uses to assign equity credit to securities such as the Series D Preference Shares, which amendment, clarification or change results in a Rating Agency Event; *provided* that no redemption may occur prior to September 1, 2028 pursuant to this Section 7(e) unless one of the Redemption Requirements is met. As used herein, "Rating Agency Event" means:

(i) the shortening of the length of time the Series D Preference Shares are assigned a particular level of equity credit by that Rating Agency as compared to the length of time they would have been assigned that level of equity credit by that Rating Agency or its predecessor on the initial issuance of the Series D Preference Shares; or

(ii) the lowering of the equity credit (including up to a lesser amount) assigned to the Series D Preference Shares by that Rating Agency as compared to the equity credit assigned by that Rating Agency or its predecessor on the initial issuance of the Series D Preference Shares.

(f) **NO SINKING FUND.** The Series D Preference Shares shall not be subject to any mandatory redemption, sinking fund, retirement fund or purchase fund or other similar provisions. Holders of Series D Preference Shares shall have no right to require redemption, repurchase or retirement of any Series D Preference Shares.

(g) **PROCEDURES FOR REDEMPTION.** The redemption price for any Series D Preference Shares shall be payable on the Redemption Date to the holder of such shares against book-entry transfer or surrender of the certificate(s) evidencing such shares to the Company or its agent. Any declared but unpaid dividends payable on a Redemption Date that occurs subsequent to the Dividend Record Date for

a Dividend Period shall not be paid to the holder entitled to receive the redemption price on the Redemption Date, but rather shall be paid to the holder of record of the redeemed shares on such Dividend Record Date relating to the Dividend Payment Date as provided in Section 4 herein. Prior to delivering notice of redemption as provided below, the Company shall file with its corporate records a certificate signed by one of the Company's officers affirming the Company's compliance with the redemption provisions under the Companies Act relating to the Series D Preference Shares, and stating that there are reasonable grounds for believing that the Company is, and after the redemption will be, able to pay its liabilities as they become due and that the redemption will not render the Company insolvent or cause it to breach any provision of applicable Bermuda law or regulation. The Company shall mail a copy of this certificate with the notice of any redemption.

(h) NOTICE OF REDEMPTION. Notice of every redemption of Series D Preference Shares shall be given by first class mail, postage prepaid, addressed to the holders of record of the shares to be redeemed at their respective last addresses appearing on the share register of the Company. Such mailing shall be at least 30 days and not more than 60 days before the date fixed for redemption. Any notice mailed as provided in this subsection shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any holder of Series D Preference Shares designated for redemption shall not affect the validity of the proceedings for the redemption of any other Series D Preference Shares. Notwithstanding the foregoing, if the Series D Preference Shares or any depositary shares representing interests in the Series D Preference Shares are issued in book-entry form through DTC or any other similar facility, notice of redemption may be given to the holders of Series D Preference Shares at such time and in any manner permitted by such facility. Each such notice given to a holder shall state: (i) the Redemption Date; (ii) the number of Series D Preference Shares to be redeemed and, if less than all the Series D Preference Shares held by such holder are to be redeemed, the number of such Series D Preference Shares to be redeemed from such holder; (iii) the redemption price; and (iv) that the Series D Preference Shares should be delivered via book-entry transfer or the place or places where certificates, if any, for such Series D Preference Shares are to be surrendered for payment of the redemption price.

(i) PARTIAL REDEMPTION. In case of any redemption of only part of the Series D Preference Shares at the time outstanding, the shares to be redeemed shall be selected either pro rata or in such other manner as the Company may determine to be fair and equitable provided that such methodology is consistent with applicable securities exchange rules. Subject to the provisions hereof, the Company shall have full power and authority to prescribe the terms and conditions upon which Series D Preference Shares shall be redeemed from time to time.

(j) EFFECTIVENESS OF REDEMPTION. If notice of redemption has been duly given and if on or before the Redemption Date specified in the notice all funds necessary for the redemption have been set aside by the Company, separate and apart from its other funds, in trust for the pro rata benefit of the holders of the Series D Preference Shares called for redemption, so as to be and continue to be available therefor, then, notwithstanding that shares so called for redemption have not been surrendered for cancellation or transferred via book-entry, on and after the Redemption Date, no further dividends shall be declared on all shares so called for redemption, all shares so called for redemption shall no longer be deemed outstanding and all rights with respect to such shares shall forthwith on such Redemption Date cease and terminate, except only the right of the holders thereof to receive the amount payable on such redemption, without interest.

(k) RESTRICTIONS ON REDEMPTION. Under Bermuda law, the Company may not lawfully redeem Preference Shares (including the Series D Preference Shares) at any time if the Company has reasonable grounds for believing that the Company is or would after the redemption be unable to pay its liabilities as they become due. Preference Shares (including the Series D Preference Shares) may not be redeemed except out of the capital paid up thereon, out of funds of the Company that would otherwise be available for dividends or distributions or out of the proceeds of a new issue of shares made for the

purpose of the redemption or purchase. The premium, if any, payable on redemption or purchase must be provided for out of funds of the Company that would otherwise be available for dividend or distribution or out of the Company's share premium account before the Preference Shares are redeemed or purchased. In addition, if the redemption price is to be paid out of funds otherwise available for dividends or distributions, no redemption may be made if the realizable value of the Company's assets would thereby be less than the aggregate of the Company's liabilities, issued share capital and share premium accounts. Preference Shares also may not be redeemed if as a result of the redemption, the Company's issued share capital would be reduced below the minimum subscribed share capital of \$12,000 specified in the Company's memorandum of association or if the Company is or would after such redemption be in breach of the ECR or eligible capital requirements contained within the Insurance Act and applicable rules and regulations thereunder as may from time to time be issued by the BMA (or any successor agency or then-applicable regulatory authority) pursuant to the terms of the Insurance Act or any successor legislation.

SECTION 8. SUBSTITUTION OR VARIATION

(a) At any time following a Tax Event or at any time following a Capital Disqualification Event, the Company may, without the consent of any holders of the Series D Preference Shares, vary the terms of the Series D Preference Shares such that they remain securities, or exchange the Series D Preference Shares with new securities, which (i) in the case of a Tax Event, would eliminate the substantial probability that the Company or any Successor Company would be required to pay any additional amounts with respect to the Series D Preference Shares as a result of a Change in Tax Law or (ii) in the case of a Capital Disqualification Event, for purposes of determining the solvency margin, capital adequacy ratios or any other comparable ratios, regulatory capital resource or level of the Company or any member thereof, where subdivided into tiers, qualify as Tier 2 capital securities under then-applicable Capital Adequacy Regulations imposed upon the Company by the BMA (or any successor agency or then-applicable regulatory authority) which would include, without limitation, the ECR. In either case, the terms of the varied securities or new securities considered in the aggregate cannot be less favorable to holders than the terms of the Series D Preference Shares prior to being varied or exchanged; *provided* that no such variation of terms or securities received in exchange shall change the specified denominations of, dividend payable on, the Redemption Dates (other than any extension of the period during which an optional redemption may not be exercised by the Company) or currency of, the Series D Preference Shares, reduce the liquidation preference thereof, lower the ranking in right of payment with respect to the payment of dividends or the distribution of assets upon liquidation, dissolution or winding-up of the Series D Preference Shares, or change the foregoing list of items that may not be so amended as part of such variation or exchange. Further, no such variation of terms or securities received in exchange shall impair the right of a holder of the securities to institute suit for the payment of any amounts due (as provided under this Certificate of Designations), but unpaid with respect to such holder's securities.

(b) Prior to any variation or exchange, the Company shall be required to receive an opinion of independent legal advisers of recognized standing to the effect that holders and beneficial owners of the Series D Preference Shares (including as holders and beneficial owners of the varied or exchanged securities) will not recognize income, gain or loss for United States federal income tax purposes as a result of such variation or exchange and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case had such variation or exchange not occurred.

(c) Any variation or exchange of the Series D Preference Shares described above shall be made after notice is given to the holders of the Series D Preference Shares not less than 30 days nor more than 60 days prior to the date fixed for variation or exchange, as applicable.

SECTION 9. VOTING RIGHTS.

(a) GENERAL. The holders of Series D Preference Shares shall not have any voting rights

except as set forth below or as otherwise from time to time required by law. On any item on which the holders of Series D Preference Shares are entitled to vote, such holders shall be entitled to one vote for each Series D Preference Share held.

(b) **RIGHT TO ELECT TWO DIRECTORS UPON NONPAYMENT EVENTS.** If and whenever dividends on any Series D Preference Shares have not been declared and paid for the equivalent of six or more Dividend Periods, whether or not consecutive (a "Nonpayment Event"), the holders of Series D Preference Shares, voting together as a single class with the holders of any and all Voting Preference Shares then outstanding, shall be entitled to vote for the election of a total of two additional directors to the Board of Directors (the "Preference Shares Directors"); *provided that* it shall be a qualification for election for any such Preference Shares Director that the election of such director shall not cause the Company to violate the corporate governance requirements of the U.S. Securities and Exchange Commission or the NASDAQ Global Select Market (or any other securities exchange or other trading facility on which securities of the Company may then be listed or traded) that listed or traded companies must have a majority of independent directors. The Company shall use its best efforts to increase the number of directors constituting the Board of Directors to the extent necessary to effectuate such right. Each Preference Shares Director shall be added to an already existing class of directors.

In the event that the holders of the Series D Preference Shares, and any such other holders of Voting Preference Shares, shall be entitled to vote for the election of the Preference Shares Directors following a Nonpayment Event, such directors shall be initially elected following such Nonpayment Event only at a special general meeting, or at any annual general meeting of shareholders, and thereafter at the annual general meeting of shareholders. At any time when such special voting power has vested in the holders of any of the Series D Preference Shares as described above, the chief executive officer of the Company shall, upon the written request of the holders of record of at least 10% of the Series D Preference Shares then outstanding addressed to the secretary of the Company, call a special general meeting of the holders of the Series D Preference Shares for the purpose of electing directors. Such meeting shall be held at the earliest practicable date in such place as may be designated pursuant to the Bye-Laws (or if there be no designation, at the Company's principal office in Bermuda). If such meeting shall not be called by the Company's proper officers within 20 days after the Company's secretary has been personally served with such request, or within 60 days after mailing the same by registered or certified mail addressed to the Company's secretary at the Company's principal office, then the holders of record of at least 10% of the Series D Preference Shares then outstanding may designate in writing one such holder to call such meeting at the Company's expense, and such meeting may be called by such holder so designated upon the notice required for annual general meetings of shareholders and shall be held in Bermuda, unless the Company otherwise designates. Any holder of the Series D Preference Shares so designated shall have access to the Company's register of members for the purpose of causing meetings of shareholders to be called pursuant to these provisions. Notwithstanding the foregoing, no such special general meeting shall be called during the period within 90 days immediately preceding the date fixed for the next annual general meeting of shareholders.

At any annual or special general meeting at which the holders of the Series D Preference Shares shall be entitled to vote, voting separately as a class, for the election of the Preference Shares Directors following a Nonpayment Event, the presence, in person or by proxy, of the holders of 50% of such Series D Preference Shares shall be required to constitute a quorum of the Series D Preference Shares for the election of any director by the holders of the Series D Preference Shares, voting separately as a class. At any such meeting or adjournment thereof, the absence of a quorum of the Series D Preference Shares shall not prevent the election of directors other than those to be elected by the Series D Preference Shares, voting separately as a class, and the absence of a quorum for the election of such other directors shall not prevent the election of the directors to be elected by the Series D Preference Shares, voting separately as a class.

The Preference Shares Directors so elected by the holders of the Series D Preference Shares shall continue in office (i) until their successors, if any, are elected by such holders or (ii) unless

required by applicable law to continue in office for a longer period, until termination of the right of the holders of the Series D Preference Shares to vote as a class for directors, if earlier. If and to the extent permitted by applicable law, immediately upon any termination of the right of the holders of the Series D Preference Shares to vote as a class for directors as provided herein, the terms of office of the directors then in office so elected by the holders of the Series D Preference Shares shall terminate.

When dividends have been paid (or declared and a sum sufficient for such payment set aside) in full on the Series D Preference Shares for at least four Dividend Periods, whether or not consecutive, after a Nonpayment Event, then the holders of Series D Preference Shares shall be divested of the right to elect the Preference Shares Directors (subject to re-vesting of such voting rights in the event of each subsequent Nonpayment Event pursuant to this Section 9) and the number of Dividend Periods in which dividends have not been declared and paid shall be reset to zero, and if and when the rights of holders of Voting Preference Shares to elect the Preference Shares Directors shall have ceased, the terms of office of all the Preference Shares Directors shall forthwith terminate and the number of directors constituting the Board of Directors shall automatically be reduced accordingly. For purposes of determining whether dividends have been paid for four Dividend Periods following a Nonpayment Event, the Company may take account of any dividend it elects to pay for such a Dividend Period after the Dividend Payment Date for the Dividend Payment Period has passed.

Any Preference Shares Director may be removed at any time without cause by the holders of record of a majority of the aggregate voting power, as determined under the Bye-Laws, of Series D Preference Shares and Voting Preference Shares then outstanding (voting together as a single class) when they have the voting rights described above. Until the right of the holders of Series D Preference Shares and any Voting Preference Shares to elect the Preference Shares Directors shall cease, any vacancy in the office of a Preference Shares Director (other than prior to the initial election of Preference Shares Directors after a Nonpayment Event) may be filled by the written consent of the Preference Shares Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding Series D Preference Shares and any Voting Preference Shares (voting together as a single class) when they have the voting rights described above. Any such vote of holders of Series D Preference Shares and Voting Preference Shares to remove, or to fill a vacancy in the office of, a Preference Shares Director may be taken only at a special meeting of such shareholders, called as provided above for an initial election of Preference Shares Directors after a Nonpayment Event (unless such request is received less than 90 days before the date fixed for the next annual or special general meeting of the shareholders of the Company, in which event such election shall be held at such next annual or special general meeting of shareholders). The Preference Shares Directors shall each be entitled to one vote per director on any matter that shall come before the Board of Directors for a vote, unless otherwise adjusted pursuant to the Bye-Laws. Each Preference Shares Director elected at any special general meeting of shareholders of the Company or by written consent of the other Preference Shares Director shall hold office until the next annual general meeting of the shareholders of the Company if such office shall not have previously terminated as above provided.

(c) VARIATION OF RIGHTS. Other than as provided for in Section 8(a) herein (which permits certain variations without consent by the holders of the Series D Preference Shares), any or all of the special rights of the Series D Preference Shares may be altered or abrogated with the consent in writing of the holders of not less than three-quarters of the issued Series D Preference Shares or with the sanction of a special resolution approved by at least a majority of the votes cast by the holders of the Series D Preference Shares at a separate general meeting in accordance with Section 47(7) of the Companies Act. The necessary quorum requirements for the separate general meeting shall be two or more persons holding or representing by proxy more than fifty percent (50%) of the aggregate voting power of the Series D Preference Shares. The rights attaching to or the terms of issue of such shares or class of shares, as the case may be, shall not, unless otherwise expressly provided by the terms of issue of such shares, be deemed to be altered by the creation or issue of Parity Shares.

(d) CHANGES FOR CLARIFICATION. Without the consent of the holders of the Series D

Preference Shares, so long as such action does not affect the special rights, preferences, privileges and voting powers, and limitations and restrictions, of the Series D Preference Shares taken as a whole, the Company may amend, alter, supplement or repeal any terms of the Series D Preference Shares:

(i) to cure any ambiguity, or to cure, correct or supplement any provision contained in this Certificate of Designations that may be defective or inconsistent; or

(ii) to make any provision with respect to matters or questions arising with respect to the Series D Preference Shares that is not inconsistent with the provisions of this Certificate of Designations.

(e) CHANGES AFTER PROVISION FOR REDEMPTION. No vote or consent of the holders of Series D Preference Shares shall be required pursuant to Section 9(b), (c) or (d) above if at or prior to the time when the act with respect to which such vote or consent would otherwise be required pursuant to such Section shall be effected, all outstanding Series D Preference Shares shall have been redeemed, or shall have been called for redemption upon proper notice and sufficient funds shall have been set aside by the Company for such redemption, in each case pursuant to Section 7 herein.

(f) PROCEDURES FOR VOTING AND CONSENTS. The rules and procedures for calling and conducting any meeting of the holders of Series D Preference Shares (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules the Board of Directors or a duly authorized committee of the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Bye-Laws, applicable law and any national securities exchange or other trading facility on which the Series D Preference Shares is listed or traded at the time. Whether the vote or consent of the holders of a plurality, majority or other portion of the Series D Preference Shares and any Voting Preference Shares has been cast or given on any matter on which the holders of Series D Preference Shares are entitled to vote shall be determined by the Company by reference to the aggregate voting power, as determined by the Bye-Laws of the Company, of the shares voted or covered by the consent.

SECTION 10. RANKING. The Series D Preference Shares shall, with respect to the payment of dividends and distributions of assets upon liquidation, dissolution and winding-up, rank senior to Junior Shares, junior to any Senior Shares and pari passu with any Parity Shares of the Company, including those that the Company may issue from time to time in the future.

SECTION 11. RECORD HOLDERS. To the fullest extent permitted by applicable law, the Company and the transfer agent for the Series D Preference Shares may deem and treat the record holder of any Series D Preference Share as the true and lawful owner thereof for all purposes, and neither the Company nor such transfer agent shall be affected by any notice to the contrary.

SECTION 12. NOTICES. All notices or communications in respect of Series D Preference Shares shall be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in this Certificate of Designations, Bye-Laws or by applicable law. Notwithstanding the foregoing, if Series D Preference Shares or depositary shares representing an interest in Series D Preference Shares are issued in book-entry form through DTC, such notices may be given to the holders of the Series D Preference Shares in any manner permitted by DTC.

SECTION 13. NO PREEMPTIVE RIGHTS. No Series D Preference Share shall have any rights of preemption whatsoever as to any securities of the Company, or any warrants, rights or options issued or granted with respect thereto, regardless of how such securities, or such warrants, rights or options, may be designated, issued or granted.

SECTION 14. OTHER RIGHTS. The Series D Preference Shares shall not have any voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Bye-Laws or as provided by applicable law.

[Signature Page Follows]

IN WITNESS WHEREOF, ENSTAR GROUP LIMITED has caused this certificate to be signed by Guy Bowker, its Chief Financial Officer, as of this 27th day of June, 2018.

ENSTAR GROUP LIMITED

By: /s/ Guy Bowker

Name: Guy Bowker

Title: Chief Financial Officer

[Signature Page to Certificate of Designations]

Certificate Number: 01 Number of Series D Preference Shares: 16,000

CUSIP / ISIN NO.:
G3075P 119 / BMG3075P1196

ENSTAR GROUP LIMITED

7.00% Fixed-to-Floating Rate
Perpetual Non-Cumulative Preference Shares, Series D
(par value \$1.00 per share)
(liquidation preference \$25,000 per share)

Enstar Group Limited, a Bermuda exempted company (the "Company"), hereby certifies that American Stock Transfer & Trust Company, LLC, a New York limited liability company, as Registrar and Transfer Agent (the "Holder") under the Deposit Agreement, dated June 27, 2018, among the Company, the Holder and the holders from time to time of Receipts (as defined therein) issued thereunder, is the registered owner of 16,000 fully paid and non-assessable shares of the Company's designated 7.00% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares, Series D, with a par value of \$1.00 per share and a liquidation preference of \$25,000 per share (the "Series D Preference Shares"). The Series D Preference Shares are transferable on the books and records of the Registrar, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Series D Preference Shares represented hereby are and shall in all respects be subject to the provisions of the Company's Memorandum of Association, Bye-Laws and Certificate of Designations of 7.00% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares, Series D dated June 27, 2018 (as the same may be amended from time to time, the "Certificate of Designations"). Capitalized terms used herein but not defined shall have the meaning given them in the Certificate of Designations. The Company will provide a copy of the Certificate of Designations to the Holder without charge upon written request to the Company at its principal place of business.

Reference is hereby made to select provisions of the Series D Preference Shares set forth on the reverse hereof, and to the Certificate of Designations, which select provisions and the Certificate of Designations shall for all purposes have the same effect as if set forth at this place.

Upon receipt of this certificate, the Holder is bound by the Certificate of Designations and is entitled to the benefits thereunder.

Unless the Registrar has properly countersigned, the Series D Preference Shares represented by this certificate shall not be entitled to any benefit under the Certificate of Designations or be valid or obligatory for any purpose.

[Signature page follows]

IN WITNESS WHEREOF, this certificate has been executed on behalf of the Company by its Chief Financial Officer this 27th day of June, 2018.

ENSTAR GROUP LIMITED

By: /s/ Guy Bowker

Name: Guy Bowker

Title: Chief Financial Officer

REGISTRAR'S COUNTERSIGNATURE

These are the Series D Preference Shares referred to in the within-mentioned Certificate of Designations.
Dated: June 27, 2018

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, as Registrar

By: /s/ Michal Legregin
Name: Michael Legregin
Title: Senior Vice President

REVERSE OF CERTIFICATE

Dividends on each Series D Preference Share shall be payable at the rate provided in the Certificate of Designations when, as and if declared.

The Series D Preference Shares shall be redeemable at the option of the Company in the manner and in accordance with the terms set forth in the Certificate of Designations.

The Company shall furnish without charge to each holder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class or series of share capital issued by the Company and the qualifications, limitations or restrictions of such preferences and/or rights.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers the Series D Preference Shares evidenced hereby to:

(Insert assignee's social security or taxpayer identification number, if any)

(Insert address and zip code of assignee)

and irrevocably appoints:

as agent to transfer the Series D Preference Shares evidenced hereby on the books of the Transfer Agent for the Series D Preference Shares. The agent may substitute another to act for him or her.

Date:

Signature:

(Sign exactly as your name appears on the other side of this Certificate)

Signature Guarantee: _____

(Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Transfer Agent, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Transfer Agent in addition to, or in

substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.)

DEPOSIT AGREEMENT

June 27, 2018

ENSTAR GROUP LTD.,
AS ISSUER,

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC,
AS DEPOSITARY,
AS REGISTRAR AND TRANSFER AGENT

and

AS DIVIDEND DISBURSING AGENT AND REDEMPTION AGENT

-and-

THE HOLDERS FROM TIME TO TIME OF RECEIPTS ISSUED HEREUNDER

RELATING TO THE ISSUER'S RECEIPTS, DEPOSITARY SHARES AND RELATED
7.00% FIXED-TO-FLOATING RATE PERPETUAL NON-CUMULATIVE PREFERENCE SHARES, SERIES D

DEPOSIT AGREEMENT

DEPOSIT AGREEMENT, dated June 27, 2018 among ENSTAR GROUP LTD., a Bermuda exempted company (the "Company"), AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, a New York limited liability trust company, as Depositary (as hereinafter defined), as Registrar (as hereinafter defined), as Transfer Agent (as hereinafter defined), and as Dividend Disbursing Agent and Redemption Agent (as hereinafter defined), and all holders from time to time of Receipts (as hereinafter defined) issued hereunder.

WITNESSETH:

WHEREAS, it is desired to provide, as hereinafter set forth in this Deposit Agreement, for the deposit of the Company's Preference Shares (as hereinafter defined) with the Depositary for the purposes set forth in this Deposit Agreement and for the issuance hereunder of Depositary Shares representing a fractional interest in the Preference Shares deposited and for the execution and delivery of Receipts evidencing Depositary Shares;

WHEREAS, the Receipts are to be substantially in the form of Exhibit A annexed to this Deposit Agreement, with appropriate insertions, modifications and omissions, as hereinafter provided in this Deposit Agreement;

WHEREAS, the terms and conditions of the Preference Shares are substantially set forth in the Certificate of Designations (as hereinafter defined); and

NOW, THEREFORE, in consideration of the premises contained herein, it is agreed by and among the parties hereto as follows:

ARTICLE 1

DEFINITIONS

The following definitions shall apply to the respective terms (in the singular and plural forms of such terms) used in this Deposit Agreement and the Receipts:

"Certificate of Designations" shall mean the certificate of designations, adopted by the Board of Directors of the Company or a duly authorized committee thereof, establishing and setting forth the rights, preferences and privileges of the Preference Shares, attached hereto as Exhibit B, and as such certificate may be amended or restated from time to time.

"Company" shall have the meaning set forth in the preamble.

"Deposit Agreement" or "Agreement" shall mean this agreement, as the same may be amended, modified or supplemented from time to time.

"Depositary" shall mean American Stock Transfer & Trust Company, LLC and any successor as Depositary hereunder. The Depositary, along with its affiliates, shall maintain combined capital and surplus of at least \$50,000,000, and so shall any successor depositary hereunder.

"Depositary Office" shall mean the principal office of the Depositary at which at any particular time its business in respect of matters governed by this Deposit Agreement shall be administered, which at the date of this Deposit Agreement is located at 6201 15th Avenue, Brooklyn, New York 11219.

"Depositary Share" shall mean the security representing a 1/1,000th fractional interest in a Preference Share deposited with the Depositary hereunder and the same proportionate interest in any and all other property received by the Depositary in respect of such Preference Share and held under this Deposit Agreement, all as evidenced by the Receipts issued hereunder. Subject to the terms of this Deposit Agreement, each owner of a Depositary Share is entitled, proportionately, to all the rights, preferences and privileges of the Preference Shares represented by such Depositary Share (including the dividend, voting, redemption and liquidation rights contained in the Certificate of Designations).

"Depositary's Agent" shall mean any agent appointed by the Depositary as provided, and for the purposes specified, in Section 7.05.

"Dividend Disbursing Agent" shall mean the Depository or any bank or trust company appointed to receive dividends on the deposited Preference Shares and disburse the same to the holders of Receipts, as herein provided.

"Dividend Payment Date" shall have the meaning set forth in the Certificate of Designations.

"DTC" shall mean The Depository Trust Company.

"DTC Receipt" shall have the meaning set forth in Section 2.01.

"Funds" shall have the meaning set forth in Section 2.03.

"Moody's" shall have the meaning set forth in Section 2.03.

"NASDAQ" shall have the meaning set forth in Section 2.01.

"Preference Shares" shall mean the Company's validly issued, fully paid and nonassessable 7.00% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares, Series D (liquidation preference \$25,000 per share), \$1.00 par value per share.

"Receipt" shall mean a receipt issued hereunder to evidence one or more Depository Shares, whether in definitive or temporary form, substantially in the form set forth as Exhibit A hereto.

"record date" shall mean the date fixed pursuant to Section 4.04.

"Record holder" or "holder" as applied to a Receipt shall mean the individual, entity or person in whose name a Receipt is registered on the books maintained by the Depository for such purpose.

"Redemption Agent" shall mean the Depository or any bank or trust company appointed to receive redemption proceeds on the deposited Preference Shares and to disburse the same to the holders of the Receipts, as herein provided.

"redemption date" shall have the meaning set forth in Section 2.03.

"redemption price" shall have the meaning set forth in Section 2.03.

"Registrar" shall mean the Depository or any bank or trust company appointed to register ownership and transfers of Receipts and the deposited Preference Shares, as herein provided.

"S&P" shall have the meaning set forth in Section 2.03.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Transfer Agent" shall mean the Depository or any bank or trust company appointed to transfer the Receipts and the deposited Preference Shares, as herein provided.

ARTICLE 2 FORM OF RECEIPTS, DEPOSIT OF PREFERENCE SHARES, EXECUTION AND DELIVERY, TRANSFER, SURRENDER AND REDEMPTION OF RECEIPTS

SECTION 2.01 *Form and Transferability of Receipts.* Definitive Receipts shall be printed and shall be substantially in the form set forth in Exhibit A annexed to this Deposit Agreement, in each case with appropriate insertions, modifications and omissions, as hereinafter provided. Pending the preparation of definitive Receipts, the Depository, upon and pursuant to the written order of the Company delivered in compliance with Section 2.02, shall be authorized and instructed to, and shall, execute and deliver temporary Receipts which shall be substantially of the tenor of the definitive Receipts in lieu of which they are issued and in each case with such appropriate insertions, omissions, substitutions and other variations as the persons executing such Receipts may determine (but which do not affect the rights or duties of the Depository), as evidenced by their execution of such Receipts. If temporary Receipts are issued, the Company and the Depository will cause definitive Receipts to be prepared

without unreasonable delay. After the preparation of definitive Receipts, the temporary Receipts shall be exchangeable for definitive Receipts upon surrender of the temporary Receipts at the Depository Office without charge to the holder. Upon surrender for cancellation of any one or more temporary Receipts, the Depository is hereby authorized and instructed to, and shall, execute and deliver in exchange therefor definitive Receipts representing the same number of Depository Shares as represented by the surrendered temporary Receipt or Receipts. Such exchange shall be made at the Company's expense and without any charge therefor. Until so exchanged, the temporary Receipts shall in all respects be entitled to the same benefits under this Deposit Agreement, and with respect to the Preference Shares deposited, as definitive Receipts.

Receipts shall be executed by the Depository by the manual or facsimile signature of a duly authorized signatory of the Depository; provided, that if a Registrar for the Receipts (other than the Depository) shall have been appointed then such Receipts shall also be countersigned by manual or facsimile signature of a duly authorized signatory of the Registrar. No Receipt shall be entitled to any benefits under this Deposit Agreement or be valid or obligatory for any purpose unless it shall have been executed as provided in the preceding sentence. The Depository shall record on its books each Receipt executed as provided above and delivered as hereinafter provided. Receipts bearing the manual or facsimile signature of a duly authorized signatory of the Depository who was at any time a proper signatory of the Depository shall bind the Depository, notwithstanding that such signatory ceased to hold such office prior to the execution and delivery of such Receipts by the Registrar or did not hold such office on the date of issuance of such Receipts.

Receipts shall be in denominations of any number of whole Depository Shares. All Receipts shall be dated the date of their issuance.

Receipts may be endorsed with or have incorporated in the text thereof such legends or recitals or changes not inconsistent with the provisions of this Deposit Agreement as may be required by the Depository and approved by the Company, or which the Company has determined are required to comply with any applicable law or regulation or with the rules and regulations of any securities exchange upon which the Depository Shares may be listed for trading or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Receipts are subject, in each case as directed by the Company.

Title to any Receipt (and to the Depository Shares evidenced by such Receipt) that is properly endorsed, or accompanied by a properly executed instrument of transfer or endorsement, shall be transferable by delivery with the same effect as in the case of a negotiable instrument; provided, however, that until transfer of a Receipt shall be registered on the books of the Depository as provided in Section 2.04, the Depository may, notwithstanding any notice to the contrary, treat the record holder thereof at such time as the absolute owner thereof for the purpose of determining the person entitled to distributions of dividends or other distributions or payments with respect to the Preference Shares, to exercise any redemption or voting rights or to receive any notice provided for in this Deposit Agreement and for all other purposes.

Notwithstanding the foregoing, the Depository and the Company will make application to DTC for acceptance of all of the Receipts for its book-entry settlement system. In connection with such request, the Company hereby appoints the Depository acting through any authorized officer thereof as its attorney-in-fact, with full power to delegate, for purposes of executing any agreements, certifications or other instruments or documents necessary or desirable in order to effect the acceptance of such Receipts for DTC eligibility. So long as the Receipts are eligible for book-entry settlement with DTC, unless otherwise required by law, all Depository Shares to be traded on the NASDAQ Global Select Market ("NASDAQ") or another nationally recognized U.S. securities exchange with book-entry settlement through DTC shall be represented by a single receipt (the "DTC Receipt"), which shall be deposited with DTC (or its custodian) evidencing all such Depository Shares and registered in the name of the nominee of DTC (initially expected to be Cede & Co.). The Depository or such other entity as is agreed to by DTC may hold the DTC Receipt as custodian for DTC. Ownership of beneficial interests in the DTC Receipt shall be shown on, and the transfer of such ownership shall be effected through, records maintained by (i) DTC or its nominee for such DTC Receipt or (ii) institutions that have accounts with DTC.

If issued, the DTC Receipt shall be exchangeable for definitive Receipts only if (i) DTC notifies the Company at any time that it is unwilling or unable to continue to make its book-entry settlement system available for the Receipts and a successor to DTC is not appointed by the Company within 90 days of the date the Company is so informed in writing, (ii) DTC notifies the Company at any time that it has ceased to be a clearing agency registered under applicable law and a successor to DTC is not appointed by the Company within 90 days of the date the Company is so informed in writing or (iii) the Company executes and delivers to DTC a notice to the effect

that such DTC Receipt shall be so exchangeable. If the beneficial owners of interests in Depositary Shares are entitled to exchange such interests for definitive Receipts as the result of an event described in clause (i), (ii) or (iii) of the preceding sentence, then without unnecessary delay but in any event not later than the earliest date on which such beneficial interests may be so exchanged, the Depositary is hereby directed to and shall provide written instructions to DTC to deliver to the Depositary for cancellation the DTC Receipt, and the Company shall instruct the Depositary in writing to execute and deliver to the beneficial owners of the Depositary Shares previously evidenced by the DTC Receipt definitive Receipts in physical form evidencing such Depositary Shares. The DTC Receipt shall be in such form and shall bear such legend or legends as may be appropriate or required by DTC in order for it to accept the Depositary Shares for its book-entry settlement system. Notwithstanding any other provision herein to the contrary, if the Receipts are at any time eligible for book-entry settlement through DTC, delivery of Preference Shares and other property in connection with the withdrawal or redemption of Depositary Shares will be made through DTC and in accordance with its procedures, unless the holder of the relevant Receipt otherwise requests and such request is reasonably acceptable to the Depositary and the Company.

SECTION 2.02 *Deposit of Preference Shares; Execution and Delivery of Receipts in Respect Thereof.* Concurrently with the execution of this Deposit Agreement, the Company is delivering to the Depositary a certificate or certificates, registered in the name of the Depositary and evidencing 16,000 Preference Shares, properly endorsed or accompanied, if required by the Depositary, by a duly executed instrument of transfer or endorsement, in form satisfactory to the Depositary, together with (i) all such certifications as may be required by the Depositary in accordance with the provisions of this Deposit Agreement and (ii) a written order of the Company directing the Depositary to execute and deliver to, or upon the written order of, the person or persons stated in such order a Receipt or Receipts for the Depositary Shares representing such deposited Preference Shares registered in such names specified in such written order. The Depositary acknowledges receipt of the aforementioned 16,000 Preference Shares and related documentation and agrees to hold such deposited Preference Shares in an account to be established by the Depositary at the Depositary Office or at such other office as the Depositary shall determine. The Company hereby appoints the Depositary as the Registrar, Transfer Agent, and the Dividend Disbursing Agent and Redemption Agent for the Preference Shares deposited hereunder and the Depositary hereby accepts such appointment and, as such, will reflect changes in the number of shares (including any fractional shares) of deposited Preference Shares held by it by notation, book-entry or other appropriate method.

If required by the Depositary, Preference Shares presented for deposit by the Company at any time, whether or not the register of shareholders of the Company is closed, shall also be accompanied by an agreement or assignment, or other instrument satisfactory to the Depositary, that will provide for the prompt transfer to the Depositary or its nominee of any dividend or right to subscribe for additional Preference Shares or to receive other property that any person in whose name the Preference Shares are or has been registered may thereafter receive upon or in respect of such deposited Preference Shares, or in lieu thereof such agreement of indemnity or other agreement as shall be satisfactory to the Depositary.

Upon receipt by the Depositary of a certificate or certificates for Preference Shares deposited hereunder, together with the other documents specified above, and upon registering such Preference Shares in the name of the Depositary, the Depositary, subject to the terms and conditions of this Deposit Agreement, shall execute and deliver to, or upon the order of, the person or persons named in the written order delivered to the Depositary referred to in the first paragraph of this Section 2.02, a Receipt or Receipts for the number of whole Depositary Shares representing the Preference Shares so deposited and registered in such name or names as may be requested by such person or persons. The Depositary shall execute and deliver such Receipt or Receipts at the Depositary Office, except that, at the request, risk and expense of any person requesting such delivery, such delivery may be made at such other place as may be designated by such person. Other than in the case of splits, subdivisions, combinations, consolidations or other reclassifications affecting the Preference Shares, or in the case of dividends or other distributions of Preference Shares, if any, there shall be deposited hereunder not more than the number of shares constituting the Preference Shares as set forth in the Certificate of Designations, as such may be amended. To the extent that the Company issues Preference Shares in excess of the amount set forth in the Certificate of Designations as of the date hereof (which shares have been duly authorized by the Company), the Company shall notify the Depositary of such issuance in writing.

The Company shall deliver to the Depositary from time to time such quantities of Receipts as the Depositary may request to enable the Depositary to perform its obligations under this Deposit Agreement.

SECTION 2.03 *Optional Redemption of Preference Shares for Cash.* Whenever the Company shall elect to redeem deposited Preference Shares for cash in accordance with the provisions of the Certificate of Designations,

it shall (unless otherwise agreed in writing with the Depository) give the Depository not less than 30 nor more than 60 days' prior written notice of the date fixed for redemption of such Preference Shares (the "redemption date") and of the number of such Preference Shares held by the Depository to be redeemed and the applicable redemption price (the "redemption price"), as set forth in the Certificate of Designations. The Depository shall mail, by first-class postage prepaid, notice of the redemption of Preference Shares and the proposed simultaneous redemption of the Depository Shares representing the Preference Shares to be redeemed, not less than 30 and not more than 60 days prior to the redemption date, to the holders of record on the record date fixed for such redemption pursuant to Section 4.04 of the Receipts evidencing the Depository Shares to be so redeemed, at the addresses of such holders as the same appear on the records of the Depository; provided, however, that the failure to mail any such notice to one or more such holders or any defect in any such notice shall not affect the sufficiency of the proceedings for redemption except as to the holder to whom notice was not given or defective.

The Company shall prepare and provide the Depository with such notice, and each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of deposited Preference Shares and Depository Shares to be redeemed; (iv) if fewer than all Depository Shares held by any holder are to be redeemed, the number of such Depository Shares held by such holder to be so redeemed; (v) the place or places where the Preference Shares and the Receipts evidencing Depository Shares to be redeemed are to be surrendered for payment of the redemption price; and (vi) that on the redemption date dividends in respect of the Preference Shares represented by the Depository Shares to be redeemed will cease to accrue.

In the event that notice of redemption has been made as described in the immediately preceding paragraphs and the Company shall then have paid in full to the Depository the redemption price (determined pursuant to the Certificate of Designations) of the Preference Shares deposited with the Depository to be redeemed, the Depository shall redeem the number of Depository Shares representing such Preference Shares so called for redemption by the Company and on the redemption date (unless the redemption is restricted pursuant to applicable laws, as provided in the Certificate of Designation), all dividends in respect of the Preference Shares called for redemption shall cease to accrue, the Depository Shares called for redemption shall be deemed no longer to be issued and outstanding and all rights of the holders of Receipts evidencing such Depository Shares (except the right to receive the redemption price) shall, to the extent of such Depository Shares, cease and terminate. Upon surrender in accordance with said notice of the Receipts evidencing such Depository Shares (properly endorsed or assigned for transfer, if the Depository shall so require), such Depository Shares shall be redeemed at a cash redemption price per Depository Share equal to 1/1,000th of the redemption price per share paid in respect of the Preference Shares, plus any declared but unpaid dividends thereon from the last Dividend Payment Date to, but excluding, the redemption date, without interest on such unpaid dividends. The foregoing shall be further subject to the terms and conditions of the Certificate of Designations. In the event of any conflict between the provisions of the Deposit Agreement and the provisions of the Certificate of Designations, the provisions of the Certificate of Designations will govern and the Company will instruct the Depository, as applicable, in writing accordingly of such governing terms; provided, however, that under no circumstances will the Certificate of Designations be deemed to change or modify any of the rights, duties or immunities of the Depository contained herein.

If fewer than all of the Depository Shares evidenced by a Receipt are called for redemption, the Depository will deliver to the holder of such Receipt upon its surrender to the Depository, together with payment of the redemption price for and all other amounts payable in respect of the Depository Shares called for redemption, a new Receipt evidencing the Depository Shares evidenced by such prior Receipt and not called for redemption.

If less than all of the Preference Shares are redeemed pursuant to the Company's exercise of any optional redemption right permitting such a redemption of less than all Preference Shares, the Depository will select the Depository Shares to be redeemed pursuant to this Section 2.03 on a pro rata basis, by lot or in such other manner as the Depository may determine to be fair and equitable and provided that such methodology is consistent with any applicable stock exchange rules.

All funds received by the Depository under this Agreement that are to be distributed or applied by the Depository in the performance of services under this Agreement (the "Funds") shall be held by the Depository as agent for the Company and deposited in one or more bank accounts to be maintained by the Depository in its name as agent for the Company. Until paid pursuant to this Agreement, the Depository may hold or invest the Funds through such accounts as directed by the Company in: (i) obligations of, or guaranteed by, the United States of America, (ii) commercial paper obligations rated A-1 or P-1 or better by Standard & Poor's Corporation ("S&P") or Moody's Investors Service, Inc. ("Moody's"), respectively, (iii) money market funds that comply with Rule 2a-7 under the Investment Company Act of 1940, or (iv) demand deposit accounts, short term certificates of deposit, bank

repurchase agreements or bankers' acceptances, of commercial banks with Tier 1 capital exceeding \$1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). The Depository shall have no responsibility or liability for any diminution of the Funds that may result from any deposit or investment made by the Depository in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. The Depository may from time to time receive interest, dividends or other earnings in connection with such deposits or investments. The Depository shall pay such interest, dividends or earnings to the Company.

SECTION 2.04 *Registration of Transfers of Receipts.* The Company hereby confirms that the Depository shall act as the Registrar and Transfer Agent for the Receipts and the Depository hereby accepts such appointment and, as such, shall register on its books from time to time transfers of Receipts upon any surrender thereof by the holder in person or by a duly authorized attorney, agent or representative properly endorsed or accompanied by a properly executed instrument of transfer or endorsement and appropriate evidence of authority, which shall include a signature guarantee from an eligible guarantor institution participating in a signature guarantee program approved by the Securities Transfer Association, and any other reasonable evidence of authority that may be required by the Depository, together with evidence of the payment by the applicable party of any transfer taxes as may be required by law. Upon such surrender, the Depository shall execute a new Receipt or Receipts and deliver the same to or upon the order of the person entitled thereto evidencing the same aggregate number of Depository Shares evidenced by the Receipt or Receipts surrendered.

SECTION 2.05 *Combinations and Split-ups of Receipts.* Upon surrender of a Receipt or Receipts at the Depository Office or such other office as the Depository may designate for the purpose of effecting a split-up or combination of Receipts, subject to the terms and conditions of this Deposit Agreement, the Depository shall execute and deliver a new Receipt or Receipts in the authorized denominations requested evidencing the same aggregate number of Depository Shares evidenced by the Receipt or Receipts surrendered.

SECTION 2.06 *Surrender of Receipts and Withdrawal of Preference Shares.* Any holder of a Receipt or Receipts may withdraw any number of whole shares of deposited Preference Shares represented by the Depository Shares evidenced by such Receipt or Receipts and all money and other property, if any, represented by such Depository Shares by surrendering such Receipt or Receipts to the Depository or at such other office as the Depository may designate for such withdrawals; provided, that a holder of a Receipt or Receipts may not withdraw such Preference Shares (or money and other property, if any, represented thereby) which has previously been called for redemption. Upon such surrender, upon payment of the fee of the Depository for the surrender of Receipts to the extent provided in Section 5.07 and payment of all taxes and governmental charges in connection with such surrender and withdrawal of Preference Shares, and subject to the terms and conditions of this Deposit Agreement, without unreasonable delay, the Depository shall deliver to such holder, or to the person or persons designated by such holder as hereinafter provided, the number of whole shares of such Preference Shares and all such money and other property, if any, represented by the Depository Shares evidenced by the Receipt or Receipts so surrendered for withdrawal, but holders of such whole shares of Preference Shares will not thereafter be entitled to deposit such Preference Shares hereunder or to receive Depository Shares therefor. If the Receipt or Receipts delivered by the holder to the Depository in connection with such withdrawal shall evidence a number of Depository Shares in excess of the number of Depository Shares representing the number of whole shares of deposited Preference Shares to be withdrawn, the Depository shall at the same time, in addition to such number of whole shares of Preference Shares and such money and other property, if any, to be withdrawn, deliver to such holder, or upon such holder's order (subject to Section 2.04), a new Receipt or Receipts evidencing such excess number of Depository Shares. Delivery of such Preference Shares and such money and other property being withdrawn may be made by the delivery of such certificates, documents of title and other instruments as the Depository may deem appropriate, which, if required by the Depository, shall be properly endorsed or accompanied by proper instruments of transfer.

If the deposited Preference Shares and the money and other property being withdrawn are to be delivered to a person or persons other than the record holder of the Receipt or Receipts being surrendered for withdrawal of Preference Shares, such holder shall execute and deliver to the Depository a written order so directing the Depository and the Depository may require that the Receipt or Receipts surrendered by such holder for withdrawal of such Preference Shares be properly endorsed in blank or accompanied by a properly executed instrument of transfer or endorsement in blank.

The Depository shall deliver the deposited Preference Shares and the money and other property, if any, represented by the Depository Shares evidenced by Receipts surrendered for withdrawal at the Depository Office, except that, at the request, risk and expense of the holder surrendering such Receipt or Receipts and for the account of the holder thereof, such delivery may be made at such other place as may be designated by such holder.

SECTION 2.07 *Limitations on Execution and Delivery, Transfer, Split-up.* As a condition precedent to the execution and delivery, transfer, split-up, subdivision, combination, consolidation surrender or exchange of any Receipt, the Depository, any of the Depository's Agents or the Company may require any or all of the following: (i) payment to it of a sum sufficient for the payment (or, in the event that the Company shall have made such payment, the reimbursement to it) of any tax or other governmental charge and stock transfer or registration fee with respect thereto (including any such tax or charge with respect to the Preference Shares being deposited or withdrawn); (ii) the production of proof satisfactory to it as to the identity and genuineness of any signature (or the authority of any signature) including, as noted in Section 2.04 above, a signature guarantee from an eligible guarantor institution participating in a signature guarantee program approved by the Securities Transfer Association, and any other reasonable evidence of authority that may be required by the Depository; and (iii) compliance with such regulations, if any, as the Depository or the Company may establish consistent with the provisions of this Deposit Agreement as may be required by any securities exchange on which the deposited Preference Shares, the Depository Shares or the Receipts may be included for quotation or listed.

The deposit of Preference Shares may be refused, the delivery of Receipts against Preference Shares may be suspended, the transfer of Receipts may be refused, and the transfer, split-up, subdivision, combination, consolidation, surrender, exchange or redemption of outstanding Receipts may be suspended (i) during any period when the register of shareholders of the Company is closed or (ii) if any such action is deemed reasonably necessary or advisable by the Depository, any of the Depository's Agents or the Company at any time or from time to time because of any requirement of law or of any government or governmental body or commission, or under any other provision of this Deposit Agreement.

SECTION 2.08 *Lost Receipts, etc.* In case any Receipt shall be mutilated and surrendered to the Depository or destroyed or lost or stolen, the Depository shall execute and deliver a Receipt of like form and tenor in exchange and substitution for such mutilated Receipt or in lieu of and in substitution for such destroyed, lost or stolen Receipt; provided, that the holder thereof shall have (i) filed with the Depository (a) a request for such execution and delivery before the Depository has notice that the Receipt has been acquired by a protected purchaser and (b) an open penalty surety bond, (ii) satisfied any other reasonable requirements imposed by the Depository and (iii) complied with such other reasonable regulations and paid such other reasonable charges as the Depository may prescribe and as required by Section 8-405 of the Uniform Commercial Code as in effect in the State of New York.

SECTION 2.09 *Cancellation and Destruction of Surrendered Receipts.* All Receipts surrendered to the Depository or any Depository's Agent shall be cancelled by the Depository. Except as prohibited by applicable law or regulation, the Depository is authorized, but not required, to destroy such Receipts so cancelled.

SECTION 2.10 *No Pre-Release.* The Depository shall not deliver any deposited Preference Shares evidenced by Receipts prior to the receipt and cancellation of such Receipts or other similar method used with respect to Receipts held by DTC. The Depository shall not issue any Receipts prior to the receipt by the Depository of the corresponding Preference Shares evidenced by such Receipts. At no time will any Receipts be outstanding if such Receipts do not represent Preference Shares deposited with the Depository.

ARTICLE 3 CERTAIN OBLIGATIONS OF HOLDERS OF RECEIPTS AND THE COMPANY

SECTION 3.01 *Filing Proofs, Certificates and Other Information.* Any person presenting Preference Shares for deposit or any holder of a Receipt may be required from time to time to file with the Depository such proof of residence, guarantee of signature or other information and to execute such certificates as the Depository may reasonably deem necessary or proper or the Company may reasonably require by written request to the Depository. The Depository or the Company may withhold or delay the delivery of any Receipt, the transfer, redemption or exchange of any Receipt, the withdrawal of the deposited Preference Shares represented by the Depository Shares evidenced by any Receipt, the distribution of any dividend or other distribution or the sale of any rights or of the proceeds thereof, until such proof or other information is filed, or such certificates are executed.

SECTION 3.02 *Payment of Fees and Expenses.* Holders of Receipts shall be obligated to make payments to the Depositary of certain fees and expenses and taxes or other governmental charges to the extent provided in Section 3.05 and Section 5.07, or provide evidence satisfactory to the Depositary that such fees and expenses and taxes or other governmental charges have been paid. Until such payment is made, transfer of any Receipt or any withdrawal of the Preference Shares or money or other property, if any, represented by the Depositary Shares evidenced by such Receipt may be refused, any dividend or other distribution may be withheld, and any part or all of the Preference Shares or other property represented by the Depositary Shares evidenced by such Receipt may be sold for the account of the holder thereof (after attempting by reasonable means to notify such holder a reasonable number of days prior to such sale). Any dividend or other distribution so withheld and the proceeds of any such sale may be applied to any payment of such fees or expenses, the holder of such Receipt remaining liable for any deficiency.

SECTION 3.03 *Representations and Warranties as to Preference Shares.* In the case of the initial deposit of the Preference Shares hereunder, the Company represents and warrants that such Preference Shares and each certificate therefor are validly issued, fully paid and nonassessable. Such representations and warranties shall survive the deposit of the Preference Shares and the issuance of Receipts.

SECTION 3.04 *Representation and Warranty as to Receipts and Depositary Shares.* The Company hereby represents and warrants that the Receipts, when issued, will evidence legal and valid interests in the Depositary Shares and each Depositary Share will represent a legal and valid 1/1,000th fractional interest in a deposited Preference Share represented by such Depositary Share. Such representation and warranty shall survive the deposit of the Preference Shares and the issuance of Receipts evidencing the Depositary Shares.

SECTION 3.05 *Taxes.* The Company will pay any and all stock transfer, documentary, stamp and similar taxes that may be payable in respect of any issuance or delivery of Depositary Shares or Preference Shares or other securities issued on account of Depositary Shares or certificates representing such shares or securities. The Company, however, will not be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of Preference Shares, Depositary Shares or other securities in a name other than that in which the Depositary Shares with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any person other than a payment to the record holder thereof, and will not be required to make any such issuance, delivery or payment unless and until the person otherwise entitled to such issuance, delivery or payment has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid or is not payable.

ARTICLE 4 THE PREFERENCE SHARES; NOTICES

SECTION 4.01 *Cash Distributions.* Whenever the Depositary shall receive any cash dividend or other cash distribution on the deposited Preference Shares, including any cash received upon redemption of any Preference Shares pursuant to Section 2.03, the Depositary shall, subject to Section 3.02, distribute to record holders of Receipts on the record date fixed pursuant to Section 4.04 such amounts of such sum as are, as nearly as practicable, in proportion to the respective numbers of Depositary Shares evidenced by the Receipts held by such holders; provided, however, that in case the Company or the Depositary shall be required by law to and shall withhold from any cash dividend or other cash distribution in respect of the Preference Shares represented by the Receipts held by any holder an amount on account of taxes or as otherwise required by law, regulation or court process, the amount made available for distribution or distributed in respect of Depositary Shares represented by such Receipts subject to such withholding shall be reduced accordingly. The Depositary, however, shall distribute or make available for distribution, as the case may be, only such amount as can be distributed without attributing to any holder of Receipts a fraction of one cent. Any such fractional amounts shall be rounded down to the nearest whole cent and so distributed to record holders entitled thereto and any balance not so distributable shall be held by the Depositary (without liability for interest thereon) and shall be added to and be treated as part of the next succeeding distribution to record holders of such Receipts. Each holder of a Receipt shall provide the Depositary with a properly completed Form W-8 (i.e., Form W-8BEN, Form W-8BEN-E, Form W-8EXP, Form W-8IMY, Form W-8ECI or another applicable Form W-8) or Form W-9 (which form shall set forth such holder's certified taxpayer identification number if requested on such form), as may be applicable. Each holder of a Receipt acknowledges that in the event of non-compliance with the preceding sentence, the Internal Revenue Code of 1986, as amended, may require withholding by the Depositary of a portion of any of the distribution to be made hereunder.

SECTION 4.02 *Distributions Other Than Cash.* Whenever the Depositary shall receive any distribution other than cash on the deposited Preference Shares, the Depositary shall, subject to Section 3.02, distribute to record holders of Receipts on the record date fixed pursuant to Section 4.04 such amounts of the securities or property received by it as are, as nearly as practicable, in proportion to the respective numbers of Depositary Shares evidenced by the Receipts held by such holders, in any manner that the Depositary and the Company may deem equitable and practicable for accomplishing such distribution. If in the opinion of the Depositary such distribution cannot be made proportionately among such record holders, or if for any other reason (including any requirement that the Company or the Depositary withhold an amount because of taxes) the Depositary deems, after consultation with the Company, such distribution not to be feasible, the Depositary may, with the approval of the Company, adopt such method as it deems equitable and practicable for the purpose of effecting such distribution, including the sale of the property thus received, or any part thereof, in a commercially reasonable manner. The net proceeds of any such sale shall, subject to Sections 3.01 and 3.02, be distributed or made available for distribution, as the case may be, by the Depositary to record holders of receipts as provided by Section 4.01 in the case of a distribution received by cash. The Depositary shall not make any distribution of securities to the holders of Receipts unless the Company shall have provided to the Depositary an opinion of counsel stating that the distribution of such securities has been registered under the Securities Act or does not need to be registered.

SECTION 4.03 *Subscription Rights, Preferences or Privileges.* If the Company shall at any time offer or cause to be offered to the persons in whose names deposited Preference Shares are registered on the books of the Company any rights, preferences or privileges to subscribe for or to purchase any securities or any rights, preferences or privileges of any other nature, such rights, preferences or privileges shall in each such instance be made available by the Depositary to the record holders of Receipts in such manner as the Company shall instruct (including by the issue to such record holders of warrants representing such rights, preferences or privileges); provided, however, that (i) if at the time of issue or offer of any such rights, preferences or privileges the Company determines upon advice of its legal counsel that it is not lawful or feasible to make such rights, preferences or privileges available to the holders of Receipts (by the issue of warrants or otherwise) or (ii) if and to the extent instructed by holders of Receipts who do not desire to exercise such rights, preferences or privileges, the Depositary shall then, if so directed by the Company and provided with an opinion of counsel that if the Depositary undertakes such actions it will not be deemed an "issuer" under the Securities Act or an "investment company" under the Investment Company Act of 1940, as amended, and if applicable laws or the terms of such rights, preferences or privileges so permit, sell such rights, preferences or privileges of such holders at public or private sale, at such place or places and upon such terms as it may deem proper. The net proceeds of any such sale shall, subject to Sections 3.01 and 3.02, be distributed by the Depositary to the record holders of Receipts entitled thereto as provided by Section 4.01 in the case of a distribution received in cash. The Depositary shall not make any distribution of such rights, preferences or privileges to the holders of Receipts unless the Company shall have provided to the Depositary an opinion of counsel stating that the distribution of such rights, preferences or privileges has been registered under the Securities Act or does not need to be registered.

If registration under the Securities Act of the securities to which any rights, preferences or privileges relate is required in order for holders of Receipts to be offered or sold the securities to which such rights, preferences or privileges relate, the Company agrees that it will promptly notify the Depositary of such requirement, that it will promptly file a registration statement pursuant to the Securities Act with respect to such rights, preferences or privileges and securities and use its commercially reasonable efforts and take all steps available to it to cause such registration statement to become effective sufficiently in advance of the expiration of such rights, preferences or privileges to enable such holders to exercise such rights, preferences or privileges. In no event shall the Depositary make available to the holders of Receipts any right, preference or privilege to subscribe for or to purchase any securities unless and until such a registration statement shall have become effective or unless the offering and sale of such securities to such holders are exempt from registration under the provisions of the Securities Act and the Company shall have provided to the Depositary an opinion of counsel to such effect.

If any other action under the law of any jurisdiction or any governmental or administrative authorization, consent or permit is required in order for such rights, preferences or privileges to be made available to holders of Receipts, the Company agrees that it will promptly notify the Depositary of such requirement and use its commercially reasonable efforts to take such action or obtain such authorization, consent or permit sufficiently in advance of the expiration of such rights, preferences or privileges to enable such holders to exercise such rights, preferences or privileges.

The Depositary will not be deemed to have any knowledge of any item for which it is supposed to receive notification under any section of this Deposit Agreement unless and until it has received such notification.

SECTION 4.04 *Notice of Dividends; Fixing of Record Date for Holders of Receipts.* Whenever any cash dividend or other cash distribution shall become payable, any distribution other than cash shall be made, or any rights, preferences or privileges shall at any time be offered, with respect to the deposited Preference Shares, or whenever the Depositary shall receive notice of (i) any meeting at which holders of such Preference Shares are entitled to vote or of which holders of such Preference Shares are entitled to notice or (ii) any election on the part of the Company to redeem any such Preference Shares, the Depositary shall in each such instance fix a record date (which shall be the same date as the record date fixed by the Company with respect to the Preference Shares) (the "record date") for the determination of the holders of Receipts who shall be entitled to receive such dividend, distribution, rights, preferences or privileges or the net proceeds of the sale thereof, to give instructions for the exercise of voting rights at any such meeting or to receive notice of such meeting or whose Depositary Shares are to be so redeemed.

SECTION 4.05 *Voting Rights.* Upon receipt of notice of any meeting at which the holders of deposited Preference Shares are entitled to vote, the Depositary shall, as soon as practicable thereafter, mail to the record holders of Receipts a notice, which shall be provided by the Company and which shall contain (i) such information as is contained in such notice of meeting, (ii) a statement that the holders of Receipts at the close of business on a specified record date fixed pursuant to Section 4.04 will be entitled, subject to any applicable provision of law, to instruct the Depositary as to the exercise of the voting rights pertaining to the amount of Preference Shares represented by their respective Depositary Shares and (iii) a brief statement as to the manner in which such instructions may be given. Upon the written request of a holder of a Receipt on such record date, the Depositary shall, insofar as practicable, vote or cause to be voted the amount of Preference Shares represented by the Depositary Shares evidenced by such Receipt in accordance with the instructions set forth in such request. To the extent any such instructions request the voting of a fractional interest of a deposited Preference Share, the Depositary shall aggregate such interest with all other fractional interests resulting from requests with the same voting instructions and shall vote the number of whole votes resulting from such aggregation in accordance with the instructions received in such requests. Each Preference Share is entitled to one vote and, accordingly, each Depositary Share is entitled to 1/1,000th of a vote. The Company hereby agrees to take all reasonable action that may be deemed necessary by the Depositary in order to enable the Depositary to vote such Preference Shares or cause such Preference Shares to be voted. In the absence of specific instructions from the holder of a Receipt, the Depositary will refrain from voting any Preference Shares represented by the Depositary Shares evidenced by such Receipt.

SECTION 4.06 *Changes Affecting Preference Shares and Reclassifications, Recapitalizations, Etc.* Upon any change in liquidation preference, par or stated value, split-up, subdivision, combination, consolidation or any other reclassification of the Preference Shares, or upon any recapitalization, reorganization, merger, amalgamation or consolidation to which the Company is a party or sale of all or substantially all of the Company's assets, the Depositary shall, upon the written instructions of the Company setting forth any of the following adjustments, (i) reflect such adjustments in the Depositary's books and records in (a) the fraction of an interest in a Preference Share represented by one Depositary Share and (b) the ratio of the redemption price per Depositary Share to the redemption price of a Preference Share, as may be required by or as is consistent with the provisions of the Certificate of Designations to fully reflect the effects of such change in liquidation preference, par or stated value, split-up, combination or other reclassification of Preference Shares, of such recapitalization, reorganization, merger, amalgamation or consolidation or sale and (ii) treat any shares of stock or other securities or property (including cash) that shall be received by the Depositary in exchange for or in respect of the Preference Shares as new deposited property under this Deposit Agreement, and Receipts then outstanding shall thenceforth represent the proportionate interests of holders thereof in the new deposited property so received in exchange for or in respect of such Preference Shares. In any such case the Depositary may, upon the receipt of written request of the Company, execute and deliver additional Receipts, or may call for the surrender of all outstanding Receipts to be exchanged for new Receipts specifically describing such new deposited property.

Anything to the contrary herein notwithstanding, holders of Receipts shall have the right from and after the effective date of any such change in liquidation preference, par or stated value, split-up, subdivision, combination, consolidation or other reclassification of the Preference Shares for any such recapitalization, reorganization, merger, amalgamation or consolidation or sale to the extent that holders of Preference Shares had the right, prior to or as of the applicable effective date, to convert, exchange or surrender the Preference Share represented thereby only into or for, as the case may be, the kind and amount of shares of stock and other securities and property and cash into which such Preference Shares might have been exchanged or surrendered immediately prior to the effective date of such transaction.

SECTION 4.07 *Inspection of Reports.* The Depositary shall make available for inspection by holders of Receipts at the Depositary Office, and at such other places as it may from time to time deem advisable during normal business hours, any reports and communications received from the Company that are both received by the Depositary as the holder of deposited Preference Shares and made generally available to the holders of the Preference Shares. In addition, the Depositary shall transmit, upon written request by the Company, certain notices and reports to the holders of Receipts as provided in Section 5.05.

SECTION 4.08 *Lists of Receipt Holders.* Promptly upon request from time to time by the Company, the Registrar shall furnish to the Company a list, as of a recent date specified by the Company, of the names, addresses and holdings of Depositary Shares of all persons in whose names Receipts are registered on the books of the Registrar.

SECTION 4.09 *Withholding.* Notwithstanding any other provision of this Deposit Agreement, in the event that the Depositary determines that any distribution in property is subject to any tax or other governmental charge which the Depositary is obligated by law to withhold, the Depositary may dispose of, by public or private sale, all or a portion of such property in such amounts and in such manner as the Depositary deems necessary and practicable to pay such taxes, and the Depositary shall distribute the net proceeds of any such sale or the balance of any such property after deduction of such taxes to the holders of Receipts entitled thereto in proportion to the number of Depositary Shares held by them, respectively; provided, however, that in the event the Depositary determines that such distribution of property is subject to withholding tax only with respect to some but not all holders of Receipts, the Depositary will use its best efforts (i) to sell only that portion of such property distributable to such holders that is required to generate sufficient proceeds to pay such withholding tax and (ii) to effect any such sale in such a manner so as to avoid affecting the rights of any other holders of Receipts to receive such distribution in property.

ARTICLE 5 THE DEPOSITARY AND THE COMPANY

SECTION 5.01 *Maintenance of Offices, Agencies and Transfer Books by the Depositary and the Registrar.* The Depositary shall maintain at the Depositary Office facilities for the execution and delivery, transfer, surrender and exchange, split-up, subdivision, combination, consolidation and redemption of Receipts and deposit and withdrawal of Preference Shares and at the offices of the Depositary's Agents, if any, facilities for the delivery, transfer, surrender and exchange, split-up, subdivision, combination, consolidation and redemption of Receipts and deposit and withdrawal of Preference Shares, all in accordance with the provisions of this Deposit Agreement.

The Registrar shall keep books at the Depositary Office for the registration and transfer of Receipts, which books at all reasonable times shall be open for inspection by the record holders of Receipts as provided by applicable law. The Company may cause the Registrar to close such books, at any time or from time to time, when deemed expedient by it in connection with the performance of its duties hereunder.

If the Receipts or the Depositary Shares evidenced thereby or the Preference Shares represented by such Depositary Shares shall be listed on NASDAQ or any other stock exchange, the Depositary may, with the written approval of the Company, appoint a registrar (acceptable to the Company) for registration of such Receipts or Depositary Shares in accordance with the requirements of such exchange. Such registrar (which may be the Registrar if so permitted by the requirements of such exchange) may be removed and a substitute registrar appointed by the Registrar upon the request or with the written approval of the Company. If the Receipts, such Depositary Shares or such Preference Shares are listed on one or more other stock exchanges, the Registrar will, at the request and expense of the Company, arrange such facilities for the delivery, transfer, surrender, redemption and exchange of such Receipts, such Depositary Shares or such Preference Shares as may be required by law or applicable stock exchange regulations.

SECTION 5.02 *Prevention or Delay in Performance by the Depositary, the Depositary's Agents, the Registrar or the Company.* None of the Depositary, any Depositary's Agent, any Registrar, any Transfer Agent, or the Company shall incur any liability to any holder of any Receipt, if by reason of any provision of any present or future law or regulation thereunder of the United States of America or of any other governmental authority or, in the case of the Depositary, the Depositary's Agent or the Registrar or Transfer Agent, by reason of any provision, present or future, of the Certificate of Designations or, in the case of the Company, the Depositary, the Depositary's Agent, the Transfer Agent or the Registrar, by reason of any act of God or war or other circumstance beyond the control of the relevant party, the Depositary, any Depositary's Agent, the Transfer Agent, the Registrar or the Company shall be prevented or forbidden from doing or performing any act or thing that the terms of this Deposit

Agreement provide shall be done or performed; nor shall the Depositary, any Depositary's Agent, the Transfer Agent, any Registrar or the Company incur any liability to any holder of a Receipt by reason of any nonperformance or delay, caused as aforesaid, in the performance of any act or thing that the terms of this Deposit Agreement provide shall or may be done or performed, or by reason of any exercise of, or failure to exercise, any discretion provided for in this Deposit Agreement.

SECTION 5.03 *Obligations of the Depositary, the Depositary's Agents, the Registrar and the Company.* The Company does not assume any obligation and shall not be subject to any liability under this Deposit Agreement or any Receipt to holders of Receipts other than from acts or omissions arising out of conduct constituting bad faith, gross negligence or willful misconduct in the performance of such duties as are specifically set forth in this Deposit Agreement (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction). Neither the Depositary nor any Depositary's Agent nor any Transfer Agent or Registrar assumes any obligation and shall not be subject to any liability under this Deposit Agreement to holders of Receipts, the Company or any other person or entity other than for its bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction). Notwithstanding anything to the contrary contained herein, neither the Depositary, nor any Depositary's Agent nor any Transfer Agent or Registrar shall be liable for any special, indirect, incidental, consequential, punitive or exemplary damages, including but not limited to, lost profits, even if such person or entity alleged to be liable has knowledge of the possibility of such damages. Notwithstanding anything contained herein to the contrary, the Depositary's aggregate liability during any term of this Agreement with respect to, arising from, or arising in connection with this Agreement, or from all services provided or omitted to be provided under this Agreement (other than any failure to pay or distribute to holders of Receipts any money or other property delivered by the Company to the Depositary, any Depositary's Agent, the Transfer Agent or Registrar for delivery or distribution to such holders), whether in contract, or in tort, or otherwise, is limited to, and shall not exceed, the amounts paid hereunder by the Company to Depositary as fees and charges, but not including reimbursable expenses.

None of the Depositary, any Depositary's Agent, any Registrar or Transfer Agent or the Company shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding with respect to the deposited Preference Shares, Depositary Shares or Receipts that in its opinion may involve it in expense or liability, unless indemnity satisfactory to it against all expense and liability be furnished as often as may be required.

None of the Depositary, any Depositary's Agent, any Registrar or Transfer Agent or the Company shall be liable for any action or any failure to act by it in reliance upon the advice of legal counsel or accountants, or information provided by any person presenting Preference Shares for deposit or any holder of a Receipt. The Depositary, any Depositary's Agent, any Registrar or Transfer Agent and the Company may each rely and shall each be protected in acting upon any written notice, request, direction or other document believed by it to be genuine and to have been signed or presented by the proper party or parties.

In the event the Depositary shall receive conflicting claims, requests or instructions from any holders of Receipts, on the one hand, and the Company, on the other hand, the Depositary shall be entitled to act on such claims, requests or instructions received from the Company, and shall incur no liability and shall be entitled to the full indemnification set forth in Section 5.06 in connection with any action so taken.

The Depositary shall not be responsible for any failure to carry out any instruction to vote any of the deposited Preference Shares or for the manner or effect of any such vote made, as long as any such action or non-action does not result from bad faith, gross negligence or willful misconduct of the Depositary (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction). The Depositary undertakes, and any Registrar or Transfer Agent shall be required to undertake, to perform such duties and only such duties as are specifically set forth in this Deposit Agreement, and no implied covenants or obligations shall be read into this Agreement against the Depositary or any Registrar or Transfer Agent.

The Depositary, its parent, affiliate, or subsidiaries, any Depositary's Agent, and any Registrar or Transfer Agent may own, buy, sell or deal in any class of securities of the Company and its affiliates and in Receipts or Depositary Shares or become pecuniarily interested in any transaction in which the Company or its affiliates may be interested or contract with or lend money to or otherwise act as fully or as freely as if it were not the Depositary or the Depositary's Agent hereunder. The Depositary may also act as transfer agent or registrar of any of the securities of the Company and its affiliates or act in any other capacity for the Company or its affiliates.

It is intended that neither the Depositary nor any Depositary's Agent shall be deemed to be an "issuer" of the securities under the federal securities laws or applicable state securities laws, it being expressly understood and agreed that the Depositary and any Depositary's Agent are acting only in a ministerial capacity as Depositary for the deposited Preference Shares; provided, however, that the Depositary agrees to comply with all information reporting and withholding requirements applicable to it under law or this Deposit Agreement in its capacity as Depositary.

Neither the Depositary (or its officers, directors, employees, agents or affiliates) nor any Depositary's Agent makes any representation or has any responsibility as to the validity of the registration statement pursuant to which the Depositary Shares are registered under the Securities Act, the deposited Preference Shares, the Depositary Shares, the Receipts (except its countersignature thereon) or any instruments referred to therein or herein, or as to the correctness of any statement made therein or herein; provided, however, that the Depositary is responsible for its representations in this Deposit Agreement.

The Company agrees that it will register the deposited Preference Shares and the Depositary Shares in accordance with the applicable securities laws.

In the event the Depositary, the Depositary's Agent or any Registrar or Transfer Agent believes any ambiguity or uncertainty exists in any notice, instruction, direction, request or other communication, paper or document received by it pursuant to this Deposit Agreement, the Depositary, the Depositary's Agent, Transfer Agent or Registrar shall promptly notify the Company of the details of such alleged ambiguity or uncertainty, and may, in its sole discretion, refrain from taking any action, and the Depositary, the Depositary's Agent, Transfer Agent or Registrar shall be fully protected and shall incur no liability to any person from refraining from taking such action, absent bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction), unless and until (i) the rights of all parties have been fully and finally adjudicated by a court of appropriate jurisdiction or (ii) the Depositary, the Depositary's Agent, Transfer Agent or Registrar receives written instructions with respect to such matter signed by the Company that eliminates such ambiguity or uncertainty to the satisfaction of the Depositary, the Depositary's Agent, Transfer Agent or Registrar.

Whenever in the performance of its duties under this Deposit Agreement, the Depositary, the Depositary's Agent, Transfer Agent or Registrar shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking, suffering or omitting to take any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively provided and established by a certificate signed by any one of the Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer or Secretary of the Company and delivered to the Depositary, the Depositary's Agent, Transfer Agent or Registrar; and such certificate shall be full and complete authorization and protection to the Depositary, the Depositary's Agent, Transfer Agent or Registrar and the Depositary, the Depositary's Agent, Transfer Agent or Registrar shall incur no liability for or in respect of any action taken, suffered or omitted by it under the provisions of this Deposit Agreement in reliance upon such certificate. The Depositary, the Depositary's Agent, Transfer Agent or Registrar shall not be liable for or by reason of any of the statements of fact or recitals contained in this Deposit Agreement or in the Receipts (except its countersignature thereof) or be required to verify the same, and all such statements and recitals are and shall be deemed to have been made by the Company only.

The Depositary, the Depositary's Agent, Transfer Agent or Registrar will not be under any duty or responsibility to ensure compliance with any applicable federal or state securities laws in connection with the issuance, transfer or exchange of the Receipts, Preference Shares or Depositary Shares.

Notwithstanding anything herein to the contrary, no amendment to the Certificate of Designations shall affect the rights, duties, obligations or immunities of the Depositary, Transfer Agent, the Depositary's Agent or Registrar hereunder.

The Depositary, any Transfer Agent and any Registrar hereunder:

(i) shall have no duties or obligations other than those specifically set forth herein (and no implied duties or obligations), or as may subsequently be agreed to in writing by the parties;

(ii) shall have no obligation to make payment hereunder unless the Company shall have provided the necessary federal or other immediately available funds or securities or property, as the case may be, to pay in full amounts due and payable with respect thereto;

(iii) shall not be obligated to take any legal or other action hereunder; if, however, the Depositary determines to take any legal or other action hereunder, and, where the taking of such action might in the Depositary's judgment subject or expose it to any expense or liability, the Depositary shall not be required to act unless it shall have been furnished with an indemnity satisfactory to it;

(iv) may rely on and shall be authorized and protected in acting or failing to act upon any certificate, instrument, opinion, notice, letter, email transmission or other document or security delivered to the Depositary and believed by the Depositary to be genuine and to have been signed by the proper party or parties, and shall have no responsibility for determining the accuracy thereof;

(v) may rely on and shall be authorized and protected in acting or failing to act upon the written, telephonic, electronic and oral instructions, with respect to any matter relating to the Depositary's actions as depositary covered by this Deposit Agreement (or supplementing or qualifying any such actions) of officers of the Company;

(vi) may consult counsel satisfactory to it, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Depositary hereunder in accordance with the advice of such counsel;

(vii) shall not be called upon at any time to advise any person with respect to the Depositary Shares or Receipts;

(viii) shall not be liable or responsible for any recital or statement contained in any documents relating hereto or the Depositary Shares or Receipts; and

(ix) shall not be liable in any respect on account of the identity, authority or rights of the parties (other than with respect to the Depositary) executing or delivering or purporting to execute or deliver this Deposit Agreement or any documents or papers deposited or called for under this Deposit Agreement.

The obligations of the Company and the rights of the Depositary set forth in this Section 5.03 shall survive the replacement, removal or resignation of any Depositary, Registrar, Transfer Agent or Depositary's Agent or termination of this Deposit Agreement.

SECTION 5.04 *Resignation and Removal of the Depositary; Appointment of Successor Depositary.* The Depositary may at any time resign as Depositary hereunder by notice of its election to do so delivered to the Company, such resignation to take effect upon the appointment of a successor depositary and its acceptance of such appointment as hereinafter provided.

The Depositary may at any time be removed by the Company by notice of such removal delivered to the Depositary, such removal to take effect upon the appointment of a successor depositary and its acceptance of such appointment as hereinafter provided. Upon any such removal or appointment, the Company shall send notice thereof by first-class mail, postage prepaid, to the holders of Receipts.

In case at any time the Depositary acting hereunder shall resign or be removed, the Company shall, within 60 days after the delivery of the notice of resignation or removal, as the case may be, appoint a successor depositary, which shall be an entity having its principal office in the United States of America and having a combined capital and surplus of at least \$50,000,000. If a successor depositary shall not have been appointed and have accepted appointment in 60 days, the resigning Depositary may petition a court of competent jurisdiction to appoint a successor depositary. Every successor depositary shall execute and deliver to its predecessor and to the Company an instrument in writing accepting its appointment hereunder, and thereupon such successor depositary, without any further act or deed, shall become fully vested with all the rights, powers, duties and obligations of its predecessor and for all purposes shall be the Depositary under this Deposit Agreement, and such predecessor, upon payment of all sums due it and on the written request of the Company, shall promptly execute and deliver an instrument transferring to such successor all rights and powers of such predecessor hereunder, shall duly assign, transfer and deliver all rights, title and interest in the deposited Preference Shares and any moneys or property held

hereunder to such successor and shall deliver to such successor a list of the record holders of all outstanding Receipts.

Any corporation or other entity into or with which the Depositary may be merged, consolidated or converted, or any corporation or other entity to which all or a substantial part of the assets of the Depositary may be transferred, shall be the successor of such Depositary without the execution or filing of any document or any further act. Such successor depositary may execute the Receipts either in the name of the predecessor depositary or in the name of the successor depositary.

The provisions of this Section 5.04 as they apply to the Depositary apply to the Registrar and Transfer Agent, as if specifically enumerated herein.

SECTION 5.05 *Notices, Reports and Documents.* To the extent that the Company delivers to the Depositary notices and reports generally made available by the Company to holders of the Preference Shares and not otherwise made publicly available, the Depositary will promptly after receipt of such notice, transmit to the record holders of Receipts, in each case at the address recorded in the Depositary's books, copies of such notices and reports so delivered by the Company. Such transmission will be at the Company's expense and the Company will provide the Depositary with such number of copies of such documents as the Depositary may reasonably request. In addition, the Depositary will transmit to the record holders of Receipts at the Company's expense such other documents as may be requested by the Company.

SECTION 5.06 *Indemnification by the Company.* The Company shall indemnify the Depositary, any Depositary's Agent and any Transfer Agent or Registrar against, and hold each of them harmless from, any loss, liability, damage, cost or expense (including the costs and expenses of defending itself) which may arise out of (i) acts performed or omitted in connection with this Deposit Agreement and the Receipts (a) by the Depositary, any Transfer Agent or Registrar or any of their respective agents (including any Depositary's Agent), except for any liability arising out of bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction) on the respective parts of any such person or persons, or (b) by the Company or any of its agents, or (ii) the offer, sale or registration of the Receipts or Preference Shares pursuant to the provisions hereof. The obligations of the Company and the rights of the Depositary set forth in this Section 5.06 shall survive the replacement, removal or resignation of any Depositary, Registrar, Transfer Agent or Depositary's Agent or termination of this Deposit Agreement. In no event shall the Depositary have any right of set off or counterclaim against the Depositary Shares or the Preference Shares.

SECTION 5.07 *Fees, Charges and Expenses.* No charges and expenses of the Depositary or any Depositary's Agent hereunder shall be payable by any person, except as provided in this Section 5.07. The Company shall pay all transfer and other taxes, assessments and governmental charges arising solely from the existence of the depositary arrangements. The Company shall also pay all fees and expenses of the Depositary in connection with the initial deposit of the Preference Shares and the initial issuance of the Depositary Shares evidenced by the Receipts, any redemption of the Preference Shares at the option of the Company and all withdrawals of the Preference Shares by holders of Receipts. All other fees and expenses of the Depositary and any Depositary's Agent hereunder and of any Registrar or Transfer Agent (including, in each case, reasonable fees and expenses of counsel) incurred in the preparation, delivery, amendment, administration and execution of this Deposit Agreement and incident to the performance of their respective obligations hereunder will be paid by the Company as previously agreed between the Depositary and the Company. The Depositary (and if applicable, the Transfer Agent and Registrar) shall present its statement for fees and expenses to the Company once every three months or at such other intervals as the Company and the Depositary may agree.

SECTION 5.08 *Tax Compliance.*

(a) The Depositary, on its own behalf and on behalf of the Company will comply with all applicable certification, information reporting and withholding (including "backup" withholding) requirements imposed by applicable tax laws, regulations or administrative practice with respect to (i) any payments made with respect to the Depositary Shares or (ii) the issuance, delivery, holding, transfer, redemption or exercise of rights under the Receipts or the Depositary Shares. Such compliance shall include, without limitation, the preparation and timely filing of required returns and the timely payment of all amounts required to be withheld to the appropriate taxing authority or its designated agent.

(b) The Depositary shall comply with any direction received from the Company with respect to the application of such requirements to particular payments or holders or in other particular circumstances, and may for purposes of this Deposit Agreement rely on any such direction in accordance with the provisions of Section 5.3 hereof.

(c) The Depositary shall maintain all appropriate records documenting compliance with such requirements, and shall make such records available on request to the Company or to its authorized representatives.

ARTICLE 6 AMENDMENT AND TERMINATION

SECTION 6.01 *Amendment.* The form of the Receipts and any provision of this Deposit Agreement may at any time and from time to time be amended by agreement between the Company and the Depositary without the consent of holders of Receipts in any respect that the Company and the Depositary may deem necessary or desirable; provided, however, that no such amendment (other than any change in the fees of any Depositary, Registrar or Transfer Agent that are payable by the Company) that (i) shall materially and adversely alter the rights of the holders of Receipts or (ii) would be materially and adversely inconsistent with the rights granted to the holders of the Preference Shares pursuant to the Certificate of Designations shall be effective unless such amendment shall have been approved by the holders of Receipts representing at least the amount of Receipts then outstanding necessary to approve any amendment that would alter or abrogate the special rights of the Preference Shares. In no event shall any amendment impair the right, subject to the provisions of Sections 2.06 and 2.07 and Article 3, of any holder of any Receipts evidencing such Depositary Shares to surrender any Receipt with instructions to the Depositary to deliver to the holder the deposited Preference Shares and all money and other property, if any, represented thereby, except in order to comply with mandatory provisions of applicable law. Every holder of an outstanding Receipt at the time any such amendment becomes effective shall be deemed, by continuing to hold such Receipt, to consent and agree to such amendment and to be bound by this Deposit Agreement as amended thereby. As a condition precedent to the Depositary's execution of any amendment, the Company shall deliver to the Depositary a certificate from a duly authorized officer of the Company that states that the proposed amendment is in compliance with the terms of this Section 6.01.

SECTION 6.02 *Termination.* This Deposit Agreement may be terminated by the Company upon not less than 30 days' prior written notice to the Depositary if the holders of Receipts evidencing a majority of the Depositary Shares then outstanding consent to such termination, whereupon the Depositary shall deliver or make available to each holder of a Receipt, upon surrender of the Receipt held by such holder, such number of whole or fractional shares of deposited Preference Shares as are represented by the Depositary Shares evidenced by such Receipt, together with any other property held by the Depositary in respect of such Receipt. This Deposit Agreement will automatically terminate if (i) all outstanding Depositary Shares shall have been redeemed in accordance with the provisions hereof or (ii) there shall have been made a final distribution in respect of the deposited Preference Shares in connection with any liquidation, dissolution or winding up of the Company and such distribution shall have been distributed to the holders of Receipts entitled thereto.

Upon the termination of this Deposit Agreement, the Company shall be discharged from all obligations under this Deposit Agreement except for its obligations to the Depositary, any Depositary's Agent and any Transfer Agent or Registrar under Sections 5.03, 5.06 and 5.07.

ARTICLE 7 MISCELLANEOUS

SECTION 7.01 *Counterparts.* This Deposit Agreement may be executed in any number of counterparts, and by each of the parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Deposit Agreement by facsimile, PDF or other secure electronic means shall be effective as delivery of a manually executed counterpart of this Deposit Agreement.

SECTION 7.02 *Exclusive Benefits of Parties.* This Deposit Agreement is for the exclusive benefit of the parties hereto, and their respective successors hereunder, and shall not be deemed to give any legal or equitable right, remedy or claim to any other person whatsoever.

SECTION 7.03 *Invalidity of Provisions.* In case any one or more of the provisions contained in this Deposit Agreement or in the Receipts should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall in no way be affected, prejudiced or disturbed thereby; provided, however, that if such provision affects the rights, duties, liabilities or obligations of the Depository, the Depository shall be entitled to resign immediately.

SECTION 7.04 *Notices.* Any and all notices to be given to the Company hereunder or under the Receipts shall be in writing and shall be deemed to have been duly given if personally delivered or sent by mail or e-mail, addressed to the Company at:

Enstar Group Ltd.
Windsor Place, 3rd Floor
22 Queen Street
Hamilton HM JX, Bermuda
Email: guy.bowker@enstargroup.com; audrey.taranto@enstargroup.com
Attention: Guy Bowker; Audrey Taranto
Phone: +1 441-278-1481; +1 727-415-7995

or at any other address of which the Company shall have notified the Depository in writing.

Any notices to be given to the Depository, Transfer Agent or Registrar hereunder or under the Receipts shall be in writing and shall be deemed to have been duly given if personally delivered or sent by mail or e-mail, addressed to the Depository at:

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, NY 11219
Attention: Relationship Management Department
Phone: + 1 718-921-8506

Any notices given to any record holder of a Receipt hereunder or under the Receipts shall be in writing and shall be deemed to have been duly given if transmitted through the facilities of DTC in accordance with DTC's procedures or personally delivered or sent by mail, recognized next-day courier service or telecopier confirmed by letter, addressed to such record holder at the address of such record holder as it appears on the books of the Depository; provided, that any record holder may direct the Depository to deliver notices to such record holder at an alternate address or in a specific manner that is reasonably requested by such record holder in a written request timely filed with the Depository and that is reasonably acceptable to the Depository.

Delivery of a notice sent by mail shall be deemed to be effected at the time when a duly addressed letter containing the same is deposited, postage prepaid, in a post office letter box, or in the case of a next-day courier service, when deposited with such courier, courier fees prepaid.

Notwithstanding anything to the contrary in this Deposit Agreement, if Depository Shares are held in book-entry form through DTC, any notices to holders of Receipts may be given to such holders in any manner permitted by DTC.

SECTION 7.05 *Depository's Agents.* The Depository may from time to time appoint Depository's Agents to act in any respect for the Depository for the purposes of this Deposit Agreement and may at any time appoint additional Depository's Agents and vary or terminate the appointment of such Depository's Agents. The Depository will notify the Company of any such action.

SECTION 7.06 *Holders of Receipts Are Parties.* The holders of Receipts from time to time shall be deemed to be parties to this Deposit Agreement and shall be bound by all of the terms and conditions hereof and of the Receipts by acceptance of delivery thereof to the same extent as though such person executed this Deposit Agreement.

SECTION 7.07 *Governing Law.* This Deposit Agreement and the Receipts and all rights hereunder and thereunder and provisions hereof and thereof shall be governed by, and construed in accordance with, the law of

the State of New York applicable to agreements made and to be performed in said State, without regard to conflicts of laws principles that would result in the application of the law of any state other than the State of New York.

SECTION 7.08 *Inspection of Deposit Agreement and Certificate of Designations.* Copies of this Deposit Agreement and the Certificate of Designations shall be filed with the Depository and the Depository's Agents and shall be open to inspection during business hours at the Depository Office by any holder of any Receipt.

SECTION 7.09 *Headings.* The headings of articles and sections in this Deposit Agreement and in the form of the Receipt set forth in Exhibit A hereto have been inserted for convenience only and are not to be regarded as a part of this Deposit Agreement or to have any bearing upon the meaning or interpretation of any provision contained herein or in the Receipts.

SECTION 7.10 *Confidentiality.* The Depository and the Company agree that all books, records, information and data pertaining to the business of the other party, including, inter alia, personal, non-public holder information, which are exchanged or received pursuant to the negotiation or the carrying out of this Deposit Agreement, shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by law or legal process.

SECTION 7.11 *Further Assurances.* From time-to-time and after the date hereof, the Company agrees that it will perform, acknowledge and deliver or cause to be performed, acknowledged and delivered all such further and other acts, documents, instruments and assurances as may be reasonably required by the Depository for the carrying out or performing by the Depository of the provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Enstar Group Ltd. and American Stock Transfer & Trust Company, LLC have duly executed this Deposit Agreement as of the day and year first set forth above and all holders of Receipts shall become parties hereto by and upon acceptance by them of delivery of Receipts issued in accordance with the terms hereof.

ENSTAR GROUP LTD.

By: /s/ Guy Bowker

Name: Guy Bowker

Title: Chief Financial Officer

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC in its
capacity as Depositary, Registrar and Transfer Agent, and Dividend
Disbursing Agent and Redemption Agent

By: /s/ Michael Legregin

Name: Michael Legregin

Title: Senior Vice President

Form of Receipt

See attached.

Certificate of Designations

See attached.

UNLESS THIS RECEIPT IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO ENSTAR GROUP LTD. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY RECEIPT ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL RECEIPT SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL RECEIPT SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE DEPOSIT AGREEMENT REFERRED TO BELOW.

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH REGISTRAR AND TRANSFER AGENT MAY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

Certificate Number: A-1 Number of Depositary Shares: 16,000,000

CUSIP / ISIN NO.: 29359U 109 / US29359U1097

ENSTAR GROUP LTD.

RECEIPT FOR DEPOSITARY SHARES
Each Representing a 1/1,000th Interest in a Share of
7.00% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares, Series D
(par value \$1.00 per share)
(liquidation preference \$25,000 per share)

American Stock Transfer & Trust Company, LLC, a New York limited liability trust company (the "Depository"), hereby certifies that CEDE & CO. is the registered owner of 16,000,000 depositary shares (\$400,000,000 aggregate liquidation preference) ("Depositary Shares"), each Depositary Share representing a 1/1,000th interest in a share of 7.00% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares, Series D, \$1.00 par value per share and liquidation preference of \$25,000 per share of Enstar Group Ltd., a Bermuda exempted company limited by shares (the "Company"), on deposit with the Depository, subject to the terms and entitled to the benefits of the Deposit Agreement, dated June 27, 2018 (the "Deposit Agreement"), among the Company and the Depository, as Registrar and Transfer Agent and as Dividend Disbursing Agent and Redemption Agent (each term as defined in the Deposit Agreement), and the holders from time to time of Receipts (as defined in the Deposit Agreement) for Depositary Shares. By accepting this Receipt, the holder hereof becomes a party to and agrees to be bound by all the terms and conditions of the Deposit Agreement. This Receipt shall not be valid or obligatory for any purpose or entitled to any benefits under the Deposit Agreement unless it shall have been executed by the Depository by the manual or facsimile signature of a duly authorized officer or, if a Registrar in respect of the Receipts (other than the Depository) shall have been appointed, by the manual signature of a duly authorized officer of such Registrar.

Dated: June 27, 2018

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC as
Depositary

By: /s/ Michael Legregin
Michael Legregin
Senior Vice President

[FORM OF REVERSE OF RECEIPT]

The following abbreviations when used in the instructions on the face of this receipt shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenant in common

UNIF GIFT MIN ACT - _____
Custodian _____
(Cust) (Minor)

JT TEN - as joint tenants with right of survivorship _____
and not as tenants in common (State)

TEN ENT - as tenants by the entireties

Under Uniform Gifts to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE, AS APPLICABLE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS
INCLUDING POSTAL ZIP CODE OF ASSIGNEE

_____ Depository Shares represented by the within Receipt, and do hereby irrevocably constitute and appoint

_____ Attorney to transfer the said Depository Shares on the books of the within named Depository with full power of substitution in the premises.

Dated _____

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

SIGNATURE GUARANTEED

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program), pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

[Letterhead of Drinker Biddle & Reath LLP]

June 27, 2018

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

Re: Enstar Group Limited - 16,000,000 Depositary Shares, Each Representing a 1/1,000th Interest in a Share of 7.00% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares, Series D

Ladies and Gentlemen:

We have acted as U.S. counsel to Enstar Group Limited, a Bermuda exempted company (the "Company"), in connection with the public offering by the Company of 16,000,000 depositary shares (the "Depositary Shares"), representing an aggregate of 16,000 shares (the "Preference Shares") of the Company's 7.00% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares, Series D, par value \$1.00 per share and \$25,000 liquidation preference per share. The Preference Shares are to be deposited with American Stock Transfer & Trust Company acting as depositary (the "Depositary"), pursuant to the Deposit Agreement, dated June 27, 2018 (the "Deposit Agreement"), among the Company, the Depositary (acting as depositary, registrar and transfer agent, and dividend disbursing agent and redemption agent), and the holders from time to time of receipts issued under the Deposit Agreement.

The Depositary Shares are being offered and sold pursuant to the Registration Statement on Form S-3 (File No. 333-220885) (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), on October 10, 2017 and the related prospectus supplement dated as of June 20, 2018 (the "Prospectus Supplement"). In connection with the offer and sale of the Depositary Shares, the Company entered into an Underwriting Agreement dated as of June 20, 2018 (the "Underwriting Agreement") among the Company and Wells Fargo Securities, LLC, Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Barclays Capital Inc. and HSBC Securities (USA) Inc., acting as representatives of the several underwriters (the "Underwriters") named therein.

In this capacity, we have examined originals or copies, certified or otherwise identified to our satisfaction of the Registration Statement, the Deposit Agreement, the Prospectus Supplement, the Underwriting Agreement and such other documents and corporate records relating to the Company and the issuance and sale of the Notes as we have deemed appropriate. We have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters.

In all cases, we have assumed the legal capacity of each natural person signing any of the documents and corporate records examined by us, the genuineness of signatures, the authenticity of documents submitted to us as originals, the conformity to authentic original documents of documents submitted to us as copies and the accuracy and completeness of all corporate records and other information made available to us by the Company.

On the basis of the foregoing and subject to the qualifications and assumptions contained herein, we are of the opinion that the Depositary Shares, when issued under the Deposit Agreement in accordance with the provisions of the Deposit Agreement and upon payment by the Underwriters in accordance with the Underwriting Agreement, will be legally issued and will entitle the holder thereof to the rights specified in the Deposit Agreement.

For the purposes of this opinion letter, we have assumed that: (i) the Company is validly existing under the laws of Bermuda; (ii) the Preference Shares have been duly authorized by all requisite corporate action on the part of the Company, have been validly issued, and are fully paid and non-assessable, and certificates therefor have been duly executed and delivered and have been properly deposited with the Depositary in accordance with the Deposit Agreement; (iii) all actions necessary for the issuance of the Depositary Shares and the Preference Shares and the form and terms thereof have been authorized by all necessary action (corporate or otherwise) and do not (a) contravene the Company's Memorandum of Association or Bye-Laws, each as currently in effect, (b) violate any Bermuda law,

rule or regulation applicable to the Company or any order or decree of any governmental authority, or (c) result in any conflict with or breach of any agreement or document binding on the Company; (iv) the Depositary Shares have been duly executed by one of the authorized officers of the Depositary and registered by such Depositary; (v) the Deposit Agreement has been duly authorized and, to the extent not governed by New York law, executed and delivered by the Company; and (vi) the Deposit Agreement has been duly authorized, executed and delivered by the Depositary.

This opinion letter is limited to the laws of the State of New York. We express no opinion concerning (i) the laws of any jurisdiction other than the laws of the State of New York, including, without limitation, Bermuda, (ii) the municipal laws or the laws, rules or regulations of any local agencies or governmental authorities of or within the State of New York, or (iii) any matters arising thereunder or relating thereto. This opinion letter is further limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer, preference and other similar laws affecting creditors' rights generally, and by general principles of equity (regardless of whether enforcement is sought in equity or at law).

The opinions set forth herein are given as of the date hereof, and we undertake no obligation to update or supplement this letter if any applicable law changes after the date hereof or if we become aware of any fact or other circumstances that changes or may change any opinion set forth herein after the date hereof or for any other reason.

We hereby consent to the reference to our firm under the caption "Legal Matters" in the Prospectus Supplement and to the filing of this opinion as an exhibit to the Current Report on Form 8-K filed by the Company on the date hereof and incorporated by reference into the Registration Statement. In giving this consent, we do not admit that we come within the categories of persons whose consent is required under Section 7 of the Securities Act or under the rules and regulations of the Commission issued thereunder.

Very truly yours,

/s/ Drinker Biddle & Reath LLP

[Letterhead of Conyers Dill & Pearman Limited]

27 June 2018

Matter No.:360376
Doc Ref: Legal - 14208399_1
+441 299 4918
Charles.Collis@conyersdill.com

Enstar Group Limited
Windsor Place
3rd Floor
22 Queen Street
Hamilton HM JX
Bermuda

Dear Sirs

Re: Enstar Group Limited (the "Company")

We have acted as special Bermuda legal counsel to the Company in connection with an offering to be made pursuant to the base prospectus dated 10 October 2017 (the "**Base Prospectus**"), as supplemented by the preliminary prospectus supplement dated 20 June 2018 (the "**Prospectus Supplement**") and together with the Base Prospectus, the "**Prospectus**", which term does not include any other instrument or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) included in a registration statement on Form S-3 (Registration Number 333-220885) (the "**Registration Statement**" which term does not include any other instrument or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) filed with the U.S. Securities and Exchange Commission on 10 October 2017 relating to the registration under the U.S. Securities Act of 1933, as amended, (the "**Securities Act**") of depositary shares (the "**Depositary Shares**"), each representing a 1/1,000th interest in a share of the Company's 7.00% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares, Series D, \$1.00 par value and \$25,000 liquidation preference per share (the "**Preference Shares**" and together with the Depositary Shares, the "**Securities**") and deposited by the Company against delivery of depositary receipts (the "**Depositary Receipts**").

For the purposes of giving this opinion, we have examined electronic copies of the following documents:

- (i) the Registration Statement;
 - (ii) the Base Prospectus;
 - (iii) the Prospectus Supplement;
 - (iv) the executed Underwriting Agreement (the "**Underwriting Agreement**") dated 20 June 2018 between the Company and the Underwriters (as defined therein);
 - (v) the executed Deposit Agreement (the "**Deposit Agreement**") dated 27 June 2018 among the Company as issuer and American Stock Transfer & Trust Company, LLC (the "**Depositary**") and the holders from time to time of Depositary Receipts (as such term is defined therein) issued thereunder;
 - (vi) the Certificate of Designations relating to the Preferred Shares dated 27 June 2018 (the "**Certificate of Designations**"),
 - (vii) a specimen certificate representing the Preferred Shares (the "**Preferred Share Certificate**"); and
 - (viii) a form of Depositary Receipt representing the Depositary Shares.
-

The documents listed in items (iv) through (viii) above are herein sometimes collectively referred to as the “**Documents**” (which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto).

We have also examined the memorandum of association and the bye laws of the Company, each certified by the Assistant Secretary of the Company on 26 June 2018, an extract of minutes of a meeting of its directors held on 13 June 2018 certified by the Secretary of the Company on 19 June 2018 (the “**Resolutions**”), the notice to the public issued by the Bermuda Monetary Authority dated 1 June 2005 (the “**Consent**”) and such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken, (b) that where a document has been examined by us in draft or unexecuted form, it will be or has been executed and/or filed in the form of that draft or unexecuted form, and where a number of drafts of a document have been examined by us all changes thereto have been marked or otherwise drawn to our attention, (c) the accuracy and completeness of all factual representations made in the Documents and other documents reviewed by us, (d) that the Resolutions were passed at one or more duly convened, constituted and quorate meetings, or by unanimous written resolutions, remain in full force and effect and have not been rescinded or amended; (e) that there is no provision of the law of any jurisdiction, other than Bermuda, which would have any implication in relation to the opinions expressed herein, (f) that the Company will have sufficient authorised capital to effect the issue of any of the Preferred Shares at the time of issuance, (g) that upon the issue of the Preferred Shares, the Company will receive consideration for the full issue price thereof which shall be equal to the purchase price of 1,000 Depositary Shares in respect of each Preferred Share, (h) that the Company's shares will be listed on an appointed stock exchange, as defined in the Companies Act 1981, as amended, (i) that at the time of issuance of the Notes, the Bermuda Monetary Authority will not have revoked or amended its Consent, and (j) that on the date of issuance of the Preferred Shares, the Company will be able to pay its liabilities as they become due.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than Bermuda. This opinion is to be governed by and construed in accordance with the laws of Bermuda and is limited to and is given on the basis of the current law and practice in Bermuda. This opinion is issued solely for your benefit and use in connection with the matter described herein and is not to be relied upon by any other person, firm or entity or in respect of any other matter.

On the basis of and subject to the foregoing, we are of the opinion that:

1. The Company is duly incorporated and existing under the laws of Bermuda in good standing (meaning solely that it has not failed to make any filing with any Bermuda government authority or to pay any Bermuda government fees or tax which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).
2. The Preferred Shares have been duly authorised and, when issued and paid for as contemplated by the Prospectus, will be validly issued, fully paid and non-assessable (which term means when used herein that no further sums are required to be paid by the holders thereof in connection with the issue of such shares).
3. The Depositary Shares have been duly authorised by the Company.
4. Upon deposit of the Preferred Shares with the Depositary pursuant to the Deposit Agreement and due execution and delivery by the Company and the Depositary of the Deposit Agreement and the Depositary Receipts in accordance with the Deposit Agreement, the Depositary Shares will entitle the holder thereof to the benefits provided in the Deposit Agreement and the Depositary Receipts.
5. Upon the due issuance of the Depositary Shares and payment of the consideration relating thereto pursuant to the Underwriting Agreement, the Depositary Shares will be validly issued and will constitute valid and binding obligations of the Company in accordance with the terms thereof.

We hereby consent to the filing of this opinion as an exhibit to a the Company's current Form 8-K on the date hereof, which Form 8-K will be incorporated by reference into the Registration Statement, and to all references to our firm under the caption, “Legal Matters” in the Prospectus forming part of the Registration Statement. In giving this consent, we do not admit that we are experts within the meaning of section 11 of the Securities Act of 1933, as amended (the

"**Securities Act**") or that we are in the category of persons whose consent is required under section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Yours faithfully

/s/ Conyers Dill & Pearman Limited

Conyers Dill & Pearman Limited

ENSTAR GROUP LIMITED

COMPUTATION OF PRO FORMA RATIO OF EARNINGS TO FIXED CHARGES AND PREFERRED DIVIDENDS

	Three Months Ended March 31, 2018 ⁽¹⁾	Year Ended December 31, 2017 ⁽¹⁾
(dollars in thousands)		
Fixed Charges:		
Interest expense	\$ 4,185	\$ 15,338
Assumed interest component of rent expense ⁽²⁾	800	3,422
Total fixed charges	<u>\$ 4,984</u>	<u>\$ 18,761</u>
Earnings:		
Pre-tax earnings from continuing operations before noncontrolling interest and income from equity investees	\$ (24,950)	\$ 327,175
Add fixed charges	4,984	18,761
Less noncontrolling interest pre-tax earnings of subsidiaries that have not incurred fixed charges	(1,306)	(20,590)
Total earnings	<u>\$ (21,272)</u>	<u>\$ 325,345</u>
Preferred Dividend Requirement ⁽³⁾	\$ 7,028	\$ 28,000
Pro Forma Ratio of earnings to fixed charges and preferred dividends	<u>(4)</u>	<u>7.0x</u>

(1) Calculated on a pro forma basis to reflect the issuance of depositary shares each representing a 1/1,000th interest in a share of our 7.00% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares and the application of net proceeds therefrom as set forth in "Use of Proceeds" in our Prospectus Supplement filed on June 22, 2018. For the purpose of these calculations, the Preference Shares are assumed to have been issued, and the proceeds therefrom received, at the beginning of the applicable period.

(2) 33.3% represents a reasonable approximation of the interest component of rent expense.

(3) Represents the amount of pre-tax earnings required to pay the dividends on our preference securities.

(4) Ratio coverage less than 1:1 is not presented. For the three months ended March 31, 2018, additional earnings of \$33.3 million would have been required to achieve a pro forma ratio of 1:1.

Other Expenses of Issuance and Distribution

The expenses incurred by the Company in connection with its issuance and sale of 16,000,000 depositary shares, each representing a 1/1,000th interest in a share of 7.00% fixed-to-floating rate perpetual non-cumulative preference shares, series D are set forth below. All amounts listed below are estimates except the SEC registration fee, FINRA filing fee and NASDAQ listing fee.

SEC registration fee	\$	49,800
FINRA filing fee		225,500
NASDAQ Global Select Market listing fee		25,000
Legal fees and expenses		376,000
Depositary fees and expenses		5,000
Accounting fees and expenses		70,000
Printing and engraving fees and expenses		4,000
Rating agency fees		490,000
Miscellaneous		4,700
Total	\$	<u>1,250,000</u>