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): **April 14, 2016**

Ensco plc

(Exact name of registrant as specified in its charter)

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

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

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

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

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

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

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

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

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

Item 8.01 Other Events.

On April 14, 2016, Ensco plc ("Ensco") entered into an Underwriting Agreement (the "Underwriting Agreement") with Goldman, Sachs & Co. and Morgan Stanley & Co. LLC, as representatives of the several underwriters named in Schedule II thereto (collectively, the "Underwriters"), relating to the offering, issuance and sale of 57,000,000 Class A ordinary shares at a price of $9.25 per share. Pursuant to the Underwriting Agreement, Ensco also granted the Underwriters an option for a period of 30 days to purchase up to 8,550,000 additional Class A ordinary shares on the same terms. On April 15, 2016, the Underwriters notified Ensco of the exercise in full of their option to purchase additional Class A ordinary shares.

The offering is registered under the Securities Act of 1933 pursuant to Ensco's registration statement on Form S-3 (Registration No. 333-201532), and is being made pursuant to the prospectus dated January 15, 2015, as supplemented by the prospectus supplement dated April 14, 2016, filed with the Securities and Exchange Commission pursuant to Rule 424(b) of the Securities Act. The offering, including with respect to the underwriters' option to purchase additional Class A ordinary shares, is expected to close on April 20, 2016, subject to customary closing conditions. The Underwriting Agreement is filed as Exhibit 1.1 to this Current Report.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
1.1	Underwriting Agreement dated April 14, 2016 between Ensco and Goldman, Sachs & Co. and Morgan Stanley & Co. LLC, as representatives of the several underwriters named in Schedule II thereto.
5.1	Opinion of Slaughter and May.

SIGNATURE

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

Ensco plc

Date: April 20, 2016

/s/ Michael T. McGuinty
Michael T. McGuinty
Senior Vice President — General Counsel and Secretary

Exhibit 1.1

EXECUTION VERSION

ENSCO PLC

Underwriting Agreement

New York, New York
April 14, 2016

To the Representatives named in
Schedule I hereto of the several
Underwriters named in
Schedule II hereto

Ladies and Gentlemen:

Ensco plc, a public limited company organized under the laws of England and Wales (the " Company "), proposes to sell to the several underwriters named in Schedule II hereto (the " Underwriters "), for whom you (the " Representatives ") are acting as representatives, the number of Class A ordinary shares, par value $0.10 per share (the " Ordinary Shares "), of the Company set forth in Schedule I hereto (the " Underwritten Securities "). The Company also proposes to grant to the Underwriters an option to purchase up to the number of additional Ordinary Shares set forth in Schedule I hereto (the " Option Securities " and, together with the Underwritten Securities, the " Securities "). To the extent there are no additional Underwriters listed on Schedule I other than you, the term Representatives as used herein shall mean you, as Underwriters, and the terms Representatives and Underwriters shall mean either the singular or plural as the context requires. Any reference in this Underwriting Agreement (this " Agreement ") to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 22 hereof.

In connection with the offering of the Securities pursuant hereto, the Company, Morgan Stanley & Co. LLC, on behalf of the Underwriters (the " Subscribing Underwriter "), and ESV Jersey Limited, a company organized under the laws of Jersey (" JerseyCo "), have on or around the date hereof entered into: (i) a Put and Call Option Agreement (the " Option Agreement "), pursuant to which, among other things, the Subscribing Underwriter would subscribe for a number of ordinary shares of no par value in JerseyCo (" JerseyCo Ordinary Shares "); and (ii) a Subscription Agreement (the " Subscription Agreement "), pursuant to which, among other things, the Subscribing Underwriter has agreed to subscribe for a number of fixed rate redeemable A preference shares of no par value in JerseyCo (the " JerseyCo A Preferred Shares "), and, in connection with any exercise of the option to purchase Option Securities hereunder, a number of fixed rate redeemable B preference shares of no par value in JerseyCo (the " JerseyCo B Preferred Shares " and, together with the JerseyCo A Preferred Shares, the " JerseyCo Preferred Shares ") and, at the Company's option, a number of additional JerseyCo Ordinary Shares, which JerseyCo Preferred Shares, together with the JerseyCo Ordinary Shares, if any, held by the Subscribing Underwriter or subscribed for pursuant to the Subscription Agreement will be delivered by the Subscribing

Underwriter, on behalf of the Underwriters, to the Company in consideration for the issue and sale of the Securities in accordance with the terms hereof. References herein to (A) the " Transaction Documents " shall mean this Agreement, the Option Agreement and the Subscription Agreement; and (B) " JerseyCo Securities " shall mean the JerseyCo Ordinary Shares and the JerseyCo Preferred Shares.

1. Representations and Warranties . The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1 .

(a) The Company meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission an automatic shelf registration statement, as defined in Rule 405 (the file number of which is set forth in Schedule I hereto) on Form S-3, including a related Base Prospectus, for registration under the Act of the offering and sale of the Securities. Such Registration Statement, including any amendments thereto filed prior to the Execution Time, became effective upon filing; no stop order suspending the effectiveness of such Registration Statement is in effect, and no proceedings for such purpose are pending before or threatened by the Commission. The Company may have filed with the Commission, as part of an amendment to the Registration Statement or pursuant to Rule 424(b), one or more preliminary prospectus supplements relating to the Securities, each of which has previously been furnished to you. The Company will file with the Commission a final prospectus supplement relating to the Securities in accordance with Rule 424(b). As filed, such final prospectus supplement shall contain all information required by the Act and the rules thereunder, and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Base Prospectus and any Preliminary Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x). The initial Effective Date of the Registration Statement was not earlier than the date three years before the Execution Time.

(b) On each Effective Date, the Registration Statement did, and when the Final Prospectus is first filed in accordance with Rule 424(b) and on the Closing Date (as defined herein) and on any date on which Option Securities are purchased, if such date is not the Closing Date (a " Settlement Date "), the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act and the Exchange Act and the respective rules thereunder; on each Effective Date and at the Execution Time, the Registration Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; and on the date of any filing pursuant to Rule 424(b) and on the Closing Date and any Settlement Date, the Final Prospectus (together with any supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided , however , that the Company makes no representations or warranties as to the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto), it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 23 hereof.

(c) (i) The Disclosure Package and (ii) each electronic road show, when taken together as a whole with the Disclosure Package, does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 23 hereof.

(d) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Sections 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause (iii) only, of Rule 163(c)) made any offer relating to the Securities in reliance on the exemption in Rule 163, and (iv) at the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Company was or is (as the case may be) a "well-known seasoned issuer" as defined in Rule 405. The Company agrees to pay the fees required by the Commission relating to the Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(e) (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2)) of the Securities and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), the Company was not and is not an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an Ineligible Issuer.

(f) Each Issuer Free Writing Prospectus does not include any information that conflicts with the information contained in the Registration Statement, including any document incorporated therein by reference and any prospectus supplement deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 23 hereof.

(g) The Company is a public limited company duly incorporated and validly existing under the laws of England and Wales. Each of the Subsidiaries has been duly formed or incorporated and is validly existing as a corporation or limited liability company in good standing under the laws of the jurisdiction in which it is chartered or organized. Each of the Company and its Subsidiaries has full corporate or limited liability power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Disclosure Package and the Final Prospectus, and, to the extent that such concepts exist in the relevant jurisdiction, is duly qualified to do business as a foreign entity and is in good standing under the laws of each jurisdiction which requires such qualification, except in any case (other than the valid existence of the Company), to the extent as could not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in

the ordinary course of business. The authorized share capital of the Company conforms as to legal matters to the description thereof contained or incorporated by reference in the Disclosure Package and the Final Prospectus. All of the issued shares of the Company have been duly and validly authorized and issued, are fully paid and conform to the description of the Securities contained in the Disclosure Package and the Final Prospectus. All of the issued shares of capital stock of each Subsidiary of the Company have been duly and validly authorized and issued, are fully paid and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, except as would not result in a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole.

(h) There is no contract or other document of a character required to be described in the Registration Statement or Final Prospectus, or to be filed as an exhibit thereto, which is not described or filed as required (and the Preliminary Prospectus contains in all material respects the same description of the foregoing matters contained in the Final Prospectus); and the statements in the Preliminary Prospectus and the Final Prospectus under the heading "Description of Class A Ordinary Shares," "Description of Preference Shares and Ordinary Shares," "Material U.S. Federal Income Tax Considerations and "Material U.K. Tax Consequences," insofar as such statements summarize legal matters discussed therein, subject to the limitations, conditions and assumptions therein, are accurate and fair summaries of such legal matters.

(i) Each Transaction Document to which the Company and JerseyCo is a party has been duly authorized, executed and delivered by the Company and JerseyCo, as applicable.

(j) Each of the Company and JerseyCo has all requisite corporate power and authority to execute, deliver and perform each of its obligations under the Transaction Documents to which it is a party. Each Transaction Document to which the Company and/or JerseyCo is a party, when executed and delivered by the Company and/or JerseyCo, as applicable, will constitute a valid and legally binding obligation of the Company and/or JerseyCo (to the extent the Company or JerseyCo, respectively, is a party thereto), enforceable against each of the Company and/or JerseyCo in accordance with its terms (to the extent the Company or JerseyCo, respectively, is a party thereto), except that the enforcement thereof may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity), comity and the discretion of the court before which any proceeding therefor may be brought.

(k) The Securities have been duly authorized by the Company and, when issued by the Company and delivered to the Underwriters against transfer of the JerseyCo Ordinary Shares and JerseyCo Preferred Shares as provided in this Agreement and the Subscription Agreement, will be validly issued and fully paid and will conform to the description of the Securities in the Disclosure Package and the Final Prospectus, and the issuance of such Securities will not be subject to any preemptive or similar rights.

(l) The Company is not and, after giving effect to the offering and sale of the Securities, the allotment, issuance and transfer of the JerseyCo Securities and the receipt or application of the proceeds thereof as described in the Disclosure Package and the Final Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

(m) No consent (other than the consent of the Jersey Financial Services Commission under the Control of Borrowing (Jersey) Order 1958, as amended, which has already been obtained), approval, authorization, filing (other than the filing of one or more Form(s) SH01 with Companies House in the United Kingdom in respect of the Securities) with or order of any court or governmental agency or body is required in connection with the offer, issuance and sale of the Securities, the allotment, issuance and transfer of the JerseyCo Securities as contemplated by the Transaction Documents, or the performance by the Company or JerseyCo of their respective obligations under the Transaction Documents, except such as may be required under the Act and such as may be required under the blue sky laws of any jurisdiction or the bylaws and rules of the Financial Industry Regulatory Authority (" FINRA ") in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated herein and in the Disclosure Package and the Final Prospectus.

(n) None of the offer, issuance and sale of the Securities, the allotment, issuance and transfer of the JerseyCo Securities as contemplated by the Transaction Documents, or the performance by the Company or JerseyCo of their respective obligations under the Transaction Documents nor the fulfillment by the Company or JerseyCo of the terms of the Transaction Documents will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its Subsidiaries pursuant to, (i) the charter or by-laws or other organizational documents of the Company, any of its Subsidiaries or JerseyCo, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company, any of its Subsidiaries or JerseyCo is a party or bound or to which its or their property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company, any of its Subsidiaries or JerseyCo of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, any of its Subsidiaries or JerseyCo or any of its or their properties, except, in the case of clause (ii) or (iii) , as could not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business.

(o) No holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

(p) The consolidated historical financial statements and schedules included or incorporated by reference in the Preliminary Prospectus, the Final Prospectus and the Registration Statement present fairly the financial condition, results of operations and cash flows of the entities to which they relate on the basis stated therein as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The selected financial data set forth or incorporated by reference in the Preliminary Prospectus, the Final Prospectus and Registration Statement are or will be, as applicable, in all material respects, accurately presented and prepared on a basis consistent with such financial statements and the books and records of the Company, on the basis stated in the Preliminary Prospectus, the Final Prospectus and the Registration Statement. The interactive data in eXtensible Business Reporting Language incorporated by reference in each of the Preliminary Prospectus, the Final Prospectus and the Registration Statement fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(q) Except as disclosed in the Disclosure Package and the Final Prospectus, no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries or its or their property is pending or, to the knowledge of the Company, threatened that (i) could reasonably be expected to have a material adverse effect on the performance of the Transaction Documents by the Company or JerseyCo or the consummation by the Company or JerseyCo of any of the transactions contemplated thereby (including, without limitation, the offer, issuance and sale of the Securities or the allotment, issuance and transfer of the JerseyCo Securities) or (ii) could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto).

(r) Each of the Company and each of its Subsidiaries owns or leases all such properties as are necessary in all material respects to the conduct of its operations as presently conducted.

(s) None of the Company, any of its Subsidiaries or JerseyCo is in violation or default of (i) any provision of its charter or bylaws or other organizational documents, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, JerseyCo or such Subsidiary or any of its properties, as applicable, except (with respect to each of clauses (ii) and (iii)) (x) to the extent as could not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business or (y) as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(t) KPMG LLP, who have delivered their reports with respect to the audited consolidated financial statements and schedules included or incorporated by reference in the Disclosure Package and the Final Prospectus, are independent public accountants with respect to each of the entities to which such financial statements relate, within the meaning of the Act and the applicable published rules and regulations thereunder.

(u) There are no stamp duty, stamp duty reserve tax, documentary, issuance, registration, transfer, or other similar taxes, duties, fees or charges (including interest and penalties) (" Transfer Taxes ") under the laws of the United Kingdom, Federal law or the laws of any state, or any political subdivision thereof, or any taxing authority thereof or therein, payable by or on behalf of the Underwriters, the Company or any Subsidiary in connection with (i) the execution and delivery of the Transaction Documents, (ii) the allotment and issuance by the Company or sale and delivery by the Company of the Securities in the manner set out herein to the Underwriters through the facilities of The Depository Trust Company (" DTC "), or (iii) the resale and delivery of the Securities by the Underwriters in the manner contemplated herein to the members of the public (which may include a transfer from the Subscribing Underwriter to one or more other Underwriters), provided that the Securities sold and delivered to such persons are transferred by book entry through the facilities of DTC.

(v) The Company has filed all tax returns that are required to be filed or has requested extensions thereof (except in any case in which the failure so to file could not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto)) and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith or as could not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(w) No significant Subsidiary (within the meaning of Regulation S-X under the Exchange Act) of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's property or assets to the Company or any other Subsidiary of the Company, except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(x) No labor problem or dispute with the employees of the Company or any of its Subsidiaries exists or, to the knowledge of the Company, is threatened or imminent, and to the knowledge of the Company, there is no existing or imminent labor disturbance by the employees of any of its or its Subsidiaries' principal suppliers, contractors or customers, in each case, that could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(y) The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; all material policies of insurance and fidelity or surety bonds insuring the Company or any of its Subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect; the Company and its Subsidiaries are in compliance in all material respects with the terms of such policies and instruments in all material respects; and there are no material claims by the Company or any of its Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor any such Subsidiary has been refused any insurance coverage sought or applied for; and neither the Company nor any such Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that could not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(z) The Company and its Subsidiaries possess all licenses, certificates, permits and other authorizations issued by all applicable authorities necessary to conduct their respective businesses, except as could not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, and neither the Company nor any such Subsidiary has received any written notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(aa) The Company and each of its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible Business Reporting Language incorporated by reference in each of the Preliminary Prospectus, the Final Prospectus and the Registration Statement fairly present the information called for in all material respects and are prepared in accordance with the Commission's rules and guidelines applicable thereto. The Company and its Subsidiaries' internal controls over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) are effective and the Company and its Subsidiaries are not aware of any material weakness in their internal controls over financial reporting.

(bb) The Company and its Subsidiaries maintain "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) under the Exchange Act); such disclosure controls and procedures are effective.

(cc) The Company has not taken, directly or indirectly, any action designed to or which has constituted or which would have been reasonably expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(dd) The Company and its Subsidiaries are (i) in compliance with any and all applicable international, foreign, federal, state and local laws and regulations relating to the protection of human health and safety or the environment including those relating to Materials of Environmental Concern (" Environmental Laws "), (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) have not received notice of any actual or potential liability under any Environmental Law, except where such non-compliance with Environmental Laws, failure to receive required permits, licenses or other approvals, or actual or potential liability could not, individually or in the aggregate, reasonably be expected to have a material adverse change in the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto). Except as disclosed in the Disclosure Package

and the Final Prospectus, neither the Company nor any of the Subsidiaries has been named as a "potentially responsible party" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or the Oil Pollution Act of 1990. " Materials of Environmental Concern " means any substance, material, pollutant or contaminant, chemical, waste, compound, or constituent, in any form, including, without limitation, petroleum products, natural gas and natural gas liquids, regulated under any Environmental Law.

(ee) Except as disclosed in the Disclosure Package and the Final Prospectus and except as could not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, none of the following events has occurred or exists: (i) a failure to fulfill the obligations, if any, under the minimum funding standards of Section 302 of the United States Employee Retirement Income Security Act of 1974, as amended (" ERISA "), and the regulations and published interpretations thereunder with respect to a Plan, determined without regard to any waiver of such obligations or extension of any amortization period; (ii) an audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other federal or state governmental agency or any foreign regulatory agency with respect to the employment or compensation of employees by any of the Company or any of its Subsidiaries; or (iii) any breach of any contractual obligation, or any violation of law or applicable qualification standards, with respect to the employment or compensation of employees by the Company or any of its Subsidiaries. Except as disclosed in the Disclosure Package and the Final Prospectus and except as could not, singly or in the aggregate, have a material adverse effect on the financial condition, earnings, business or properties of the Company and its Subsidiaries, taken as a whole, none of the following events has occurred or is reasonably likely to occur: (i) an increase in the aggregate amount of contributions required to be made to all Plans in the current fiscal year of the Company and its Subsidiaries compared to the amount of such contributions made in the most recently completed fiscal year of the Company and its Subsidiaries; (ii) an increase in the "accumulated post-retirement benefit obligations" (within the meaning of Statement of Financial Accounting Standards 106) of the Company and its Subsidiaries compared to the amount of such obligations in the most recently completed fiscal year of the Company and its Subsidiaries; (iii) any event or condition giving rise to a liability under Title IV of ERISA; or (iv) the filing of a claim by one or more employees or former employees of the Company or any of its Subsidiaries related to their employment. For purposes of this paragraph (ee) , the term " Plan " means a plan (within the meaning of Section 3(3) of ERISA) subject to Title IV of ERISA with respect to which the Company or any of its Subsidiaries may have any liability.

(ff) There is and has been no failure on the part of the Company and any of the Company's directors or officers, in their capacities as such, (i) to comply with Section 402 (relating to loans) and Sections 302 and 906 (relating to certifications) of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the " Sarbanes-Oxley Act ") or (ii) to comply in all material respects with any of the other provisions of the Sarbanes-Oxley Act.

(gg) Except as disclosed in the Disclosure Package and the Final Prospectus, neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent or employee of the Company or any of its Subsidiaries, while acting on behalf of the Company or its Subsidiaries, has taken any action, directly or indirectly, in violation of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act 2010, each as may be amended, or any similar law of any other relevant jurisdiction, or the rules or regulations thereunder; and the Company and its Subsidiaries have instituted and maintain policies and procedures designed to

ensure compliance with the Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act 2010. No part of the proceeds of the offering will be used by the Company or any of its Subsidiaries, directly or indirectly, in violation of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act 2010, each as may be amended, or any similar law of any other relevant jurisdiction, or the rules or regulations thereunder.

(hh) The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the " Money Laundering Laws ") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(ii) Neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent or employee of the Company or any of its Subsidiaries (i) is, or is controlled or 50% or more owned by, an individual or entity that is currently the subject of any sanctions administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Treasury Department, the U.S. Department of State, or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, the United Kingdom (including sanctions administered or enforced by Her Majesty's Treasury) (collectively, " Sanctions " and such persons, " Sanctioned Persons " and each such person, a " Sanctioned Person "), (ii) is located, organized or resident in a country or territory that is, or whose government is, the subject of comprehensive Sanctions that broadly prohibit dealings with that country or territory (collectively, " Sanctioned Countries " and each, a " Sanctioned Country ") in violation of applicable law (for the avoidance of doubt, the Sanctioned Countries at the date of this Agreement are Cuba, Iran, North Korea, Sudan, Crimea and Syria) or (iii) will use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other individual or entity, to fund any activities or business of or with a Sanctioned Person or in a Sanctioned Country in any manner that would result in a violation of any Sanctions by any party to this Agreement (including the Underwriters).

(jj) Neither the Company nor any of its Subsidiaries has engaged in any dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country, in the preceding 3 years, nor does the Company or any of its Subsidiaries have any plans to have dealings or transactions with or for the benefit of Sanctioned Persons, or with or in Sanctioned Countries.

(kk) Except as disclosed in the Registration Statement, the Disclosure Package and the Final Prospectus, the Company (i) to its knowledge, does not have any material lending or other relationship with any bank or lending affiliate of any of the Underwriters and (ii) does not intend to use any of the proceeds from the sale of the Securities hereunder to repay any outstanding debt owed to any affiliate of the Underwriters.

(ll) Neither the Company nor any of its Subsidiaries nor any of its or their properties or assets has any immunity either from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) under the laws of England or Wales.

(mm) The statistical, industry-related and market-related data included in the Registration Statement, the Disclosure Package and the Final Prospectus are based on or derived from sources which the Company reasonably and in good faith believes are reliable and accurate, and such data agree with the sources from which they are derived.

(nn) There are no relationships or related-party transactions involving the Company or any of the Subsidiaries or any other person required under the Act and the rules and regulations promulgated thereunder to be described in the Disclosure Package and the Final Prospectus that have not been described as required.

(oo) JerseyCo is a private limited company incorporated under Jersey law and since incorporation, (i) it has been in continuous existence, (ii) it has not traded or carried on any business or activity of any nature, save for any activities required in connection with its incorporation or any activities required in order to give effect to the terms of the Transaction Documents and the transactions contemplated therein, (iii) it has not entered into, and is not party to, any arrangements, agreements or deeds other than the Subscription Agreement, the Option Agreement and any arrangements, agreements and deeds in connection with the transactions contemplated by the Transaction Documents or in connection with its incorporation, corporate administration or its opening of any bank account, or (iv) it has not incurred any liabilities other than those incurred in connection with its paid-up share capital, those imposed on JerseyCo by virtue of its incorporation, or under the Transaction Documents, the corporate administration agreement (if any) entered into with Mourant Ozannes Corporate Services (Jersey) Limited or in relation to the transactions contemplated by such agreements, general corporate administration costs and the opening of a bank account.

(pp) JerseyCo is, and has been from its inaugural board meeting, resident in the United Kingdom and nowhere else for United Kingdom tax purposes.

(qq) No share register of JerseyCo is located or kept in the United Kingdom by or on behalf of JerseyCo.

(rr) Except for (i) any claim, charge (whether legal or equitable and whether fixed or floating), mortgage, security, lien, pledge, option, equity, restriction or power of sale, assignment, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing (each an " Encumbrance ") created by the Subscription Agreement or the organizational documents of JerseyCo or (ii) any option granted pursuant to the Option Agreement, there will be no Encumbrance over or in relation to any JerseyCo Securities as of the date of allotment and issue of such shares.

(ss) The JerseyCo Securities, upon allotment and issuance in accordance with the Transaction Documents, will be freely transferable shares with the rights, and subject to the restrictions, set out in the organizational documents of JerseyCo and shall rank *pari passu* among themselves.

(tt) The directors of JerseyCo have due authority to allot the First Tranche JerseyCo Ordinary Shares, and such shares, when allotted and issued in accordance with the Option Agreement, will have been duly and validly allotted and issued, and the issuance of such First Tranche JerseyCo Ordinary Shares will not be subject to any preemptive or similar rights.

(uu) The directors of JerseyCo shall have due authority to allot (i) the First Tranche JerseyCo Preferred Shares on the Closing Date and (ii) the applicable Additional JerseyCo Preferred Shares and the applicable Additional JerseyCo Ordinary Shares, if any, on the applicable Settlement Date, and such shares, when allotted and issued in accordance with the Subscription Agreement, will have been duly and validly allotted and issued, and the issuance of such First Tranche JerseyCo Preferred Shares, Additional JerseyCo Preferred Shares and Additional JerseyCo Ordinary Shares, if any, will not be subject to any preemptive or similar rights.

(vv) The JerseyCo Securities shall be issued to the Subscribing Underwriter credited as fully paid in accordance with, and subject to, the provisions of the Transactions Documents.

(ww) The Company believes that it was not a passive foreign investment company (" PFIC ") within the meaning of Section 1297 of the Internal Revenue Code of 1986, as amended, for its most recently completed taxable year and it does not expect to be a PFIC for its current taxable year or in the foreseeable future.

In addition, any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

2. Purchase and Sale .

(a) Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to issue and sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to acquire from the Company, in consideration for the transfer by the Subscribing Underwriter, on behalf of the Underwriters, of the First Tranche JerseyCo Preferred Shares and the First Tranche JerseyCo Ordinary Shares pursuant to the Subscription Agreement, the number of Underwritten Securities set forth opposite such Underwriter's name in Schedule II hereto.

(b) Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company hereby grants an option to the several Underwriters to subscribe for and acquire, severally and not jointly, in consideration for the transfer by the Subscribing Underwriter, on behalf of the Underwriters, of the applicable Additional Tranche JerseyCo Preferred Shares and the applicable Additional Tranche JerseyCo Ordinary Shares pursuant to the Subscription Agreement, up to the number of Option Securities set forth in Schedule I hereto. Said option may be exercised in whole or in part at any time on or before the 30th day after the date of the Final Prospectus upon written notice by the Representatives to the Company setting forth the number of Option Securities as to which the several Underwriters are exercising the option and the applicable Settlement Date. The number of Option Securities to be purchased by each Underwriter shall be the same percentage of the total number of Option Securities to be purchased by the several Underwriters as such Underwriter is purchasing of the Underwritten Securities, subject to such adjustments as you in your absolute discretion shall make to eliminate any fractional shares.

3. Delivery and Payment . Delivery of and payment for the Underwritten Securities shall be made on the date and at the time specified in Schedule I hereto or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives and the Company or as

provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the " Closing Date "). Delivery of the Underwritten Securities shall be made to the Representatives for the respective accounts of the several Underwriters against transfer by the Subscribing Underwriter, on behalf of the Underwriters, of the First Tranche JerseyCo Preferred Shares and the First Tranche JerseyCo Ordinary Shares pursuant to the Subscription Agreement. Delivery of the Underwritten Securities and the Option Securities to the Underwriters pursuant to this Agreement shall be made through the facilities of DTC, and in accordance with the Company's Transfer Agency and Service Agreement with Computershare Trust Company, N.A., unless the Representatives shall otherwise instruct.

If the option provided for in Section 2(b) hereof is exercised with respect to any Option Securities, the Company will deliver such Option Securities (at the expense of the Company) to the Representatives on the date specified by the Representatives (which shall be within three Business Days after exercise of said option) for the respective accounts of the several Underwriters, against transfer by the Subscribing Underwriter, on behalf of the Underwriters, of the Additional Tranche JerseyCo Preferred Shares and the Additional Tranche JerseyCo Ordinary Shares, if any, for such Option Securities pursuant to the Subscription Agreement.

4. Offering by Underwriters . It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Final Prospectus.

5. Agreements . The Company agrees with the several Underwriters that:

(a) Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus or any Preliminary Prospectus) to the Base Prospectus unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. The Company will cause the Final Prospectus, properly completed, and any supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (i) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (ii) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (iii) of any request by the Commission or its staff for any amendment of the Registration Statement or for any supplement to the Final Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (v) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its reasonable best efforts to prevent the issuance of any such stop order or the occurrence of any such suspension or objection to the use of the Registration Statement and, upon such issuance, occurrence or notice of objection, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or objection, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using its reasonable best efforts to have such amendment or new registration statement declared effective as soon as practicable.

(b) If, at any time prior to the filing of the Final Prospectus pursuant to Rule 424(b), any event occurs as a result of which the Disclosure Package would include any untrue statement

of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made or the circumstances then prevailing not misleading, the Company will (i) notify promptly the Representatives so that any use of the Disclosure Package may cease until it is amended or supplemented; (ii) amend or supplement the Disclosure Package to correct such statement or omission; and (iii) supply any amendment or supplement to you in such quantities as you may reasonably request.

(c) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, including in connection with the use or delivery of the Final Prospectus, the Company promptly will (i) notify the Representatives of any such event, (ii) prepare and file with the Commission, subject to the second sentence of Section 5(a) , an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use its reasonable best efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Final Prospectus and (iv) supply any supplemented Final Prospectus to you in such quantities as you may reasonably request.

(d) As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earnings statement or statements of the Company and its subsidiaries (which need not be audited) which will satisfy the provisions of Section 11(a) of the Act and Rule 158.

(e) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, conformed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), as many copies of each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus and any supplement thereto as the Representatives may reasonably request.

(f) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate and will maintain such qualifications in effect so long as required for the distribution of the Securities and will pay any fee of FINRA in connection with its review of the offering; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject.

(g) The Company agrees that, unless it has or shall have obtained the prior written consent of the Representatives, and each Underwriter, severally and not jointly, agrees with the Company that, unless it has or shall have obtained, as the case may be, the prior written consent of the Company, it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a “free writing prospectus” (as defined in Rule 405) required to be filed by the Company with the Commission or

retained by the Company under Rule 433; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule III(a) and III(b) hereto and any electronic road show. Any such free writing prospectus consented to by the Representatives or the Company is hereinafter referred to as a " Permitted Free Writing Prospectus ." The Company agrees that (x) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(h) During the period beginning from the date hereof and continuing to and including the date 90 days after the date of the Final Prospectus, the Company will not (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Securities, including but not limited to any options or warrants to purchase Ordinary Shares or any securities that are convertible into or exchangeable for, or that represent the right to receive, Ordinary Shares or any such substantially similar securities, or publicly disclose the intention to make any such offer, sale, pledge, disposition or filing or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise, without the prior written consent of the Representatives, except that (A) the Company may issue the Securities, (B) the Company may issue and sell Ordinary Shares or securities convertible into or exchangeable for Ordinary Shares pursuant to any existing long-term incentive plan, employee option plan, stock ownership plan, dividend reinvestment plan or other similar plan in effect as of the date of this Agreement and disclosed in the Disclosure Package and the Final Prospectus, and (C) the Company may issue or deliver Ordinary Shares issuable upon the conversion, vesting or exercise of securities (including long-term incentive plan awards, options and warrants) outstanding as of the date of this Agreement or issued pursuant to clause (B).

(i) The Company will not take, directly or indirectly, any action designed to or that would reasonably be expected to constitute or which would reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(j) The Company agrees to pay the costs and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iii) all costs and expenses related to the transfer and delivery of the Securities to the Underwriters in connection with the original issuance and sale of the Securities to the Underwriters (in the manner described herein) through the facilities of DTC; (iv) the printing (or reproduction) and delivery of the Transaction Documents, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Securities; (v) the registration of the Securities under the Exchange Act and the listing of the Securities on the New

York Stock Exchange; (vi) any registration or qualification of the Securities for offer and sale under the securities or blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Underwriters (not to exceed $10,000 in the aggregate) relating to such registration and qualification) or the provincial securities laws of Canada and preparing and printing a "Blue Sky Survey" or memorandum, and any supplements thereto and advising the Underwriters of such qualifications, registrations and exemptions; (vii) any filings required to be made with FINRA (including filing fees and the reasonable fees and expenses of counsel for the Underwriters (not to exceed $10,000 in the aggregate) relating to such filings); (viii) the transportation and other expenses incurred by or on behalf of Company representatives in connection with presentations to prospective purchasers of the Securities; (ix) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company; (x) the costs and expenses of any transfer agent or registrar; (xi) all costs and expenses in connection with performance of the Transaction Documents (other than this Agreement) and consummation of the transactions contemplated thereby, including but not limited to such costs and expenses related to (1) the allotment, issuance and transfer of the JerseyCo Securities in connection with the original allotment and issuance and subsequent transfer of the JerseyCo Securities to the Company (in the manner described in the Transaction Documents) and (2) the formation and incorporation of JerseyCo, except that the Company shall not be liable for the subscription price payable by the Subscribing Underwriter for the JerseyCo Securities issued and allotted to the Subscribing Underwriter in accordance with the Option Agreement and the Subscription Agreement; and (xii) all other costs and expenses required in connection with the performance by the Company of its obligations hereunder or under any of the other Transaction Documents. It is understood, however, that, except as provided in this Section 5(j) or Sections 7 or 8 hereof, the Underwriters will pay all of their own costs and expenses, including the fees and expenses of counsel to the Underwriters and any advertising expenses incurred in connection with the offering and sale of the Securities. For the avoidance of doubt, the Company shall not be liable under this Section 5(j) (x) to the extent that the relevant cost or expense has been recovered under any of the other Transaction Documents, (y) for net income taxes payable by any Underwriter on commissions, underwriting discount or any other fees or (z) in respect to Transfer Taxes (which are dealt with in Section 8(e)).

6. Conditions to the Obligations of the Underwriters . The obligations of the Underwriters to purchase the Underwritten Securities and the Option Securities, as the case may be, on the Closing Date or the applicable Settlement Date, as the case may be, shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time and as of the Closing Date or such Settlement Date, as the case may be, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof as of the Closing Date or such Settlement Date, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) The Final Prospectus, and any supplement thereto, have been filed in the manner and within the time period required by Rule 424(b); any material required to be filed by the Company pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company shall have requested and caused (i) Baker Botts L.L.P., U.S. counsel for the Company, to have furnished to the Representatives its opinion, dated the Closing Date or such Settlement Date, as the case may be, and addressed to the Underwriters, substantially in the form attached hereto as Annex A, (ii) Slaughter and May, U.K. counsel for the

Company, to have furnished to the Representatives its opinion, dated the Closing Date or such Settlement Date, as the case may be, and addressed to the Underwriters, substantially in the form attached hereto as Annex B and (iii) Mourant Ozannes, special Jersey counsel for the Company, to have furnished to the Representatives its opinion, dated the Closing Date or such Settlement Date, as the case may be, and addressed to the Underwriters, substantially in the form attached hereto as Annex C.

(c) The Representatives shall have received from Davis Polk & Wardwell LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date or such Settlement Date, as the case may be, and addressed to the Underwriters, with respect to the issuance and sale of the Securities, the Transaction Documents, the Registration Statement, the Disclosure Package, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(d) The Company shall have furnished to the Representatives a certificate of the Company, signed by the principal executive or financial officer and the principal accounting officer or another executive officer of the Company, dated the Closing Date or such Settlement Date, as the case may be, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Disclosure Package, the Final Prospectus and any supplements or amendments thereto, as well as each electronic road show used in connection with the offering of the Securities, and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date or such Settlement Date with the same effect as if made on the Closing Date or such Settlement Date and the Company has complied with all the agreements set forth herein and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date or such Settlement Date;

(ii) no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto), there has been no material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(e) The Company shall have requested and caused KPMG LLP to have furnished to the Representatives, at the Execution Time, at the Closing Date and at each such Settlement Date, comfort letters, dated respectively as of the Execution Time, as of the Closing Date and as of such Settlement Date, in form and substance reasonably satisfactory to the Representatives.

(f) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any amendment or supplement thereto), there shall not have been (i) any change or decrease specified in the comfort letters referred to in Section 6(e) or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or

otherwise), earnings, business or properties of the Company and its Subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as disclosed in the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof), the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto).

(g) Subsequent to the Execution Time, there shall not have been any decrease in the rating of the Company or any of its debt by any "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) under the Exchange Act) or any notice given of any intended, or except with respect to the Company's receipt of notice of a negative watch, potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(h) Prior to the Execution Time, the Company shall have furnished to the Representatives a letter substantially in the form of Exhibit A hereto from (i) each officer (as defined in Rule 16a-1(f) of the rules and regulations under the Exchange Act) of the Company and (ii) each director of the Company.

(i) The Securities shall have been approved for listing on the New York Stock Exchange, subject only to official notice of issuance and evidence of satisfactory distribution.

(j) No amendment shall have been made to the articles of association of JerseyCo between the date of this Agreement and the Closing Date or any Settlement Date, as the case may be.

(k) On or prior to the Closing Date, each of the Company and JerseyCo shall have executed and delivered the Subscription Agreement and the Option Agreement, in each case in form and substance reasonably satisfactory to the Underwriters, and the Underwriters shall have received executed copies thereof.

(l) Each Transaction Document (other than this Agreement) shall have become wholly unconditional (except for the condition relating to this Agreement having become unconditional), the Company and JerseyCo shall have complied with all of the agreements to be performed thereunder as of the Closing Date or such Settlement Date, as the case may be, (including, without limitation, the delivery of the First Tranche JerseyCo Ordinary Shares as contemplated therein), and there shall not have occurred any default or breach by the Company or JerseyCo of any of their respective terms (save to the extent, in the opinion of the Representatives (acting in good faith) not considered to be material in the context of the offering of the Securities pursuant to this Agreement).

(m) The Company shall have furnished to the Representatives certificates of the Company, signed by the Chief Financial Officer, dated the date hereof, the Closing Date or such Settlement Date, as the case may be, with respect to such matters and in such form as is reasonably satisfactory to the Representatives.

(n) Prior to the Closing Date or such Settlement Date, as the case may be, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date or such Settlement Date, as the case may be, by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the office of Davis Polk & Wardwell LLP, counsel for the Underwriters, at 450 Lexington Avenue, New York, NY 10017, on the Closing Date or such Settlement Date, as the case may be.

7. Reimbursement of Underwriters' Expenses . If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally through the Representatives on demand for all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

8. Indemnification and Contribution .

(a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter, each affiliate of any Underwriter within the meaning of Rule 405 under the Act and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law, the laws of England and Wales or Jersey or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of, are based upon or are in connection with (i) any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in the Base Prospectus, any Preliminary Prospectus or any other preliminary prospectus supplement relating to the Securities, the Final Prospectus, any Issuer Free Writing Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) any matter contemplated by this Agreement (but only with respect to the issuance and sale of the JerseyCo Securities to the Subscribing Underwriter, the transfer of the JerseyCo Securities to the Company, or the issuance and sale of the Securities to the Underwriters in exchange for the applicable JerseyCo Securities (the " JerseyCo Transactions ")), the Subscription Agreement or the Option Agreement, or arising out of any such indemnified party's performance thereof, or the carrying out of any transactions or arrangements contemplated thereunder, regardless of whether any such indemnified party is a party thereto, and in each case agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided , however , that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 23 hereof; provided , further , that, with respect to

clause (ii) above, the Company will not be liable for any losses, claims, damages or liabilities to the extent arising out of, resulting from or based upon the bad faith, willful misconduct or gross negligence on the part of Underwriters. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity in Section 8(a)(i) , but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 23 hereof. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8 , notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided , however , that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party in writing to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding. The indemnifying party shall not be required to indemnify the indemnified party for any amount paid or payable by the indemnified party in the settlement of any proceeding effected without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed.

(d) In the event that the indemnity provided in paragraph (a) , (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the

Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively " Losses ") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities; provided , however , that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount applicable to the Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses), and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discount, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, (i) whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission, and (ii) whether any loss or liability incurred by the Underwriters arose from or was in connection with the Company's or JerseyCo's performance or failure to perform under the Transaction Documents. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d) , no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8 , each person who controls an Underwriter within the meaning of either the Act or the Exchange Act, each affiliate of any Underwriter within the meaning of Rule 405 under the Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d) .

(e) The Company undertakes to pay and bear, and to indemnify each Underwriter against, all Transfer Taxes arising to the Underwriters in connection with (i) the execution and delivery of this Agreement, (ii) the allotment and issuance by the Company and sale and delivery by the Company of the Securities, in the manner set out herein, through the facilities of DTC or (iii) the resale and delivery of the Securities by the Underwriters in the manner contemplated herein to the members of the public (which may include a transfer from the Subscribing Underwriter to one or more other Underwriters), provided that the Securities sold and delivered to such persons are transferred by book entry through the facilities of DTC. For the avoidance of doubt, the Company shall not be liable for (i) any Transfer Taxes arising as a result of any subsequent transfer, or agreement to transfer, the Securities by members of the public or (ii) any net income taxes on any underwriting discount or interest or any net income taxes on any underwriting discount.

9. Default by an Underwriter . If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the

respective proportions which the number of Securities set forth opposite their names in Schedule II hereto bears to the aggregate number of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided , however , that in the event that the aggregate number of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate number of Securities set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9 , the Closing Date or Settlement Date, as the case may be, shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Termination . This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such delivery and payment (i) trading in the Company's Ordinary Shares shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange or the NASDAQ Global Market shall have been suspended or limited or minimum prices shall have been established on such exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by any Preliminary Prospectus or the Final Prospectus (exclusive of any amendment or supplement thereto).

11. Representations and Indemnities to Survive . The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Notices . All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to (i) Goldman, Sachs & Co., 200 West Street, New York, New York 10282-2198, Attention: Registration Department; and (ii) Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Equity Syndicate Desk, with a copy to the Legal Department; or, if sent to the Company, will be mailed, delivered or telefaxed to Jonathan H. Baksht, Chief Financial Officer, 5847 San Felipe Street, Suite 3300, Houston, TX 77057 (fax no.: (713) 430-4596) and confirmed to Michael T. McGuinty, Senior Vice President, General Counsel and Secretary, 6 Chesterfield Gardens, London W1J5BQ, England, United Kingdom (fax no.: 44 0 207 409 0399) with a copy to Baker Botts L.L.P., 910 Louisiana Street, Houston, TX 77002, Attention: Tull Florey (fax no.: (713) 229-2779).

13. Successors . This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

14. No Fiduciary Duty . The Company hereby acknowledges that (a) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (b) the Underwriters are acting as principals and not as agents or fiduciaries of the Company and (c) the Company's engagement of the Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

15. Integration . This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

16. Applicable Law . This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

17. Waiver of Jury Trial . The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

18. Submission to Jurisdiction; Service of Process . The Company hereby irrevocably and unconditionally (i) submits, for itself and for its property, to the exclusive jurisdiction of the United Stated District Court for the Southern District of New York or, if that federal court lacks subject matter jurisdiction, the Commercial Division of the Supreme Court of the State of New York sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or in any way relating to this Agreement or the transactions contemplated hereby, or for recognition or enforcement of any judgment, (ii) agrees that it will not assert any claim, or in any way support any suit, action or proceeding, arising out of or relating to this Agreement or the transactions contemplated hereby, or for recognition or enforcement of any judgment, other than in such courts, (iii) agrees that all suits, claims, actions or proceedings related to this Agreement or the transactions contemplated hereby shall be heard and determined only in such courts, (iv) waives, to the fullest extent it may effectively do so, the defense of inconvenient forum and (v) agrees that a final judgment of such courts shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. The Company agrees that service of any process, summons, notice or document by registered mail addressed to the Company c/o Michael T. McGuinty, Senior Vice President, General Counsel and Secretary, 6 Chesterfield Gardens, London W1J5BQ, England, United Kingdom shall be effective service of process against the Company for any suit, action or proceeding relating to any dispute related to this Agreement or the transactions contemplated hereby. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable requirements of law. To the extent that the Company has or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, the Company irrevocably waives, to the fullest extent permitted by law, such immunity in respect of any such suit, action or proceeding.

19. Judgment Currency . If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder, or in connection with the transactions contemplated in this document, in dollars into another currency, the parties hereto agree, to the fullest extent that they may

effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures, the parties could purchase (and remit in New York City) dollars with such other currency on the business day preceding that on which final judgment is given. The Company's obligation in respect of any sum due hereunder or in connection with the transactions contemplated in this document shall, notwithstanding any judgment in a currency other than dollars, be discharged only to the extent that on the business day following their receipt of any sum adjudged to be so due in such other currency, the parties may, in accordance with normal banking procedures, purchase (and remit in New York City) dollars with such other currency; if the dollars so purchased and remitted are less than the sum originally due to the Underwriters or any other indemnified party in dollars, the Company agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the relevant payee against such loss, and if the dollars so purchased exceed the sum originally due in dollars, such excess shall be remitted to the Company.

20. Counterparts . This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

21. Headings . The section headings used herein are for convenience only and shall not affect the construction hereof.

22. Definitions . The terms that follow, when used in this Agreement, shall have the meanings indicated.

" Act " shall mean the Securities Act of 1933, as amended and the rules and regulations of the Commission promulgated thereunder.

" Additional Tranche JerseyCo Ordinary Shares " shall mean, with respect to the issue of any Option Securities to the several Underwriters, those JerseyCo Ordinary Shares, if any, to be subscribed for by the Subscribing Underwriter, on behalf of the Underwriters, pursuant to the Subscription Agreement and to be transferred to the Company by the Subscribing Underwriter, on behalf of the Underwriters, in consideration for the issue of such Option Securities to the several Underwriters.

" Additional Tranche JerseyCo Preferred Shares " shall mean, with respect to the issue of any Option Securities to the several Underwriters, those JerseyCo B Preferred Shares to be subscribed for by the Subscribing Underwriter, on behalf of the Underwriters, pursuant to the Subscription Agreement and to be transferred to the Company by the Subscribing Underwriter, on behalf of the Underwriters, in consideration for the issue of such Option Securities to the several Underwriters.

" Base Prospectus " shall mean the base prospectus referred to in Section 1(a) contained in the Registration Statement at the Execution Time.

" Business Day " shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

" Commission " shall mean the Securities and Exchange Commission.

" Disclosure Package " shall mean (i) the Base Prospectus, (ii) the Preliminary Prospectus used most recently prior to the Execution Time, (iii) each Issuer Free Writing Prospectuses, if any, identified in Schedule III(b) hereto, (iv) the information set forth in Schedule III(c) hereto and (v) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

" Effective Date " shall mean each date and time that the Registration Statement and any post-effective amendment or amendments thereto became or becomes effective.

" Exchange Act " shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

" Execution Time " shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

" Final Prospectus " shall mean the prospectus supplement relating to the Securities that was first filed pursuant to Rule 424(b) after the Execution Time, together with the Base Prospectus.

" First Tranche JerseyCo Ordinary Shares " shall mean those JerseyCo Ordinary Shares to be subscribed for by the Subscribing Underwriter, on behalf of the Underwriters, pursuant to the Subscription Agreement and to be transferred to the Company by the Subscribing Underwriter, on behalf of the Underwriters, in consideration for the issue of the Underwritten Securities to the several Underwriters.

" First Tranche JerseyCo Preferred Shares " shall mean those JerseyCo A Preferred Shares to be subscribed for by the Subscribing Underwriter, on behalf of the Underwriters, pursuant to the Subscription Agreement and to be transferred to the Company by the Subscribing Underwriter, on behalf of the Underwriters, in consideration for the issue of the Underwritten Securities to the several Underwriters.

" Free Writing Prospectus " shall mean a free writing prospectus, as defined in Rule 405.

" Issuer Free Writing Prospectus " shall mean an issuer free writing prospectus, as defined in Rule 433, including those identified in Schedule III(a) and (b) .

" Preliminary Prospectus " shall mean any preliminary prospectus supplement to the Base Prospectus referred to in Section 1(a) which is used prior to the filing of the Final Prospectus, together with the Base Prospectus.

" Registration Statement " shall mean the registration statement referred to in Section 1(a) , including exhibits and financial statements and any prospectus supplement relating to the Securities that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B, as amended on each Effective Date and, in the event any post-effective amendment thereto becomes effective prior to the Closing Date, shall also mean such registration statement as so amended.

" road show " shall mean a road show as defined in Rule 433.

" Rule 158 ", " Rule 163 ", " Rule 164 ", " Rule 172 ", " Rule 405 ", " Rule 415 ", " Rule 424 ", " Rule 430B " and " Rule 433 " refer to such rules under the Act.

" Subsidiary " shall mean each person in which the Company has a direct or indirect majority equity or voting interest.

" Well-Known Seasoned Issuer " shall mean a well-known seasoned issuer, as defined in Rule 405.

References in this Agreement to the sale by the Company to the Underwriters of the Securities shall be construed as referring to the issue thereof by the Company to the Underwriters for the consideration set forth herein.

23. Information Provided by the Underwriters. The Company acknowledges that (i) the statements set forth in the last paragraph of the cover page regarding delivery of the Securities and (ii) under the heading "Underwriting", (A) the list of Underwriters and their respective participation in the sale of the Securities, (B) the sentences related to concessions and (C) the statements set forth in the paragraphs under the heading "Price Stabilization, Short Positions and Penalty Bids" in any Preliminary Prospectus and the Final Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus.

25. Certain Payments.

(a) If any sum payable by the Company under this Agreement (but only with respect to the JerseyCo Transactions), the Subscription Agreement or the Option Agreement is subject to tax in the hands of an Underwriter or taken into account as a receipt in computing the taxable income of that Underwriter (excluding net income taxes on (and taxable income consisting of) underwriting commissions, underwriting discount or any other fees payable hereunder or interest), the sum payable to the Underwriter under this Agreement shall be increased to such sum as will ensure that the Underwriter shall be left with the sum it would have had if the sum payable had not been so subject to tax or taken into account.

(b) All sums payable by the Company under this Agreement (but only with respect to the JerseyCo Transactions), the Subscription Agreement or the Option Agreement shall be paid without set-off or counterclaim, and free and clear of and without deduction or withholding for or on account of any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature and all interest, penalties or similar liabilities with respect thereto, unless such deduction or withholding is required by law. If the Company is required by law to deduct or withhold for or on account of tax from a payment made under this Agreement (but only with respect to the JerseyCo Transactions), the Subscription Agreement or the Option Agreement (except if the payment constitutes interest), the Company shall pay such additional amounts as may be necessary so that the net amount received by the recipient of the payment is equal to the amount the recipient would have received if such deduction or withholding had not been so required.

(c) If the Company makes an increased payment under paragraph (b) above and an Underwriter subsequently obtains a refund of tax or credit against tax by reason of such deduction, withholding or tax in respect of which an increased payment has been made under paragraph (b), the relevant Underwriter shall reimburse the Company as soon as reasonably practicable with an amount equal to such a proportion of that refund or credit as the relevant Underwriter determines (acting reasonably) shall leave it after such reimbursement in no better or worse position than it would have been in had there been no such deduction, withholding or tax. For the avoidance of doubt, nothing in this section 25(c) shall have the effect of requiring any Underwriter to disclose its tax affairs to any person or shall interfere with the right of any Underwriter to manage its tax affairs in whatever manner it thinks fit or shall require any Underwriter to take action to determine whether any tax credit or refund has been attained.

(d) Where the Company is obliged to pay any fee, commission, underwriting discount or other sum to the Representatives (on behalf of the Underwriters) or to any Underwriter pursuant to the Transaction Documents or in connection with the offer of the Securities, and any amount in respect of

VAT is properly chargeable on it, being VAT for which the Representative or Underwriter is liable to account, the Company shall pay to the recipient in addition to the sum otherwise payable an amount equal to the VAT for which the Representative or Underwriter is liable to account.

[*Signature Pages Follow*]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

ENSCO PLC

By: /s/ Jonathan Baksht
Name: Jonathan Baksht
Title: Senior Vice President and Chief Financial Officer

The foregoing Agreement is
hereby confirmed and accepted
as of the date specified in
Schedule I hereto.

GOLDMAN, SACHS & CO.

By: /s/ Daniel Young
Name: Daniel Young
Title: Managing Director

MORGAN STANLEY & CO. LLC

By: /s/ Robert Shepardson
Name: Robert Shepardson
Title: Managing Director

For themselves and the other
several Underwriters, if any,
named in Schedule II to the
foregoing Agreement.

SCHEDULE I

Underwriting Agreement dated April 14, 2016

Registration Statement No. 333-201532

Representatives: Goldman, Sachs & Co. and Morgan Stanley & Co. LLC

Title, Purchase Price and Description of Securities:

Title:	Class A Ordinary Shares, par value $0.10 per share
Number of Underwritten Securities to be sold by the Company:	57,000,000
Number of Option Securities to be sold by the Company:	8,550,000
Price per Share to Public:	$9.25
Underwriting Discount per Share	$0.3006

Closing Date, Time and Location: April 20, 2016 at 9:30 a.m., New York City time, at Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017

Type of Offering: Non-delayed

SCHEDULE II

Underwriters	Number of Underwritten Securities to be Purchased	Maximum Number of Option Securities to be Purchased
Goldman, Sachs & Co.	11,972,850	1,795,927
Morgan Stanley & Co. LLC	11,972,850	1,795,927
Citigroup Global Markets Inc.	4,047,000	607,050
Deutsche Bank Securities Inc.	4,047,000	607,050
DNB Markets, Inc.	4,047,000	607,050
HSBC Securities (USA) Inc.	4,047,000	607,050
Merrill Lynch, Pierce, Fenner & Smith Incorporated	4,047,000	607,050
Wells Fargo Securities, LLC	4,047,000	607,050
BNP Paribas Securities Corp.	2,924,100	438,615
Mitsubishi UFJ Securities (USA), Inc.	2,924,100	438,616
Mizuho Securities USA Inc.	2,924,100	438,615
Total	57,000,000	8,550,000

SCHEDULE III(a)

Schedule of Free Writing Prospectuses:

1. Free Writing Prospectus, dated April 14, 2016 (Roadshow)

SCHEDULE III(b)

Schedule of Free Writing Prospectuses included in the Disclosure Package:

1. None.

SCHEDULE III(c)

Other information included in the Disclosure Package:

1. The Company is selling 57,000,000 Ordinary Shares.

2. The price to the public per Ordinary Share is $9.25.

3. The Company has granted the Underwriters the right to purchase up to an additional 8,550,000 Ordinary Shares.

ANNEX A

Opinion of Baker Botts L.L.P. (U.S. Counsel for the Company)

ANNEX B

Opinion of Slaughter and May (U.K. Counsel for the Company) (Closing Date)

ANNEX C

Opinion of Mourant Ozannes (Special Jersey Counsel for the Company) (Closing Date)

ANNEX I

Ensco plc

Form of Lock-up Agreement

April [•], 2016

Goldman, Sachs & Co.
Morgan Stanley & Co. LLC

c/o Goldman, Sachs & Co.
200 West Street
New York, NY 10282-2198

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036

Re: Ensco plc - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the " Representatives "), propose to enter into an Underwriting Agreement (the " Underwriting Agreement ") on behalf of the several Underwriters named in such agreement (collectively, the "Underwriters"), with Ensco plc, a public limited company organized under the laws of England and Wales (the " Company "), providing for a public offering of Class A ordinary shares, par value $0.10 per share, of the Company (the " Shares ") pursuant to a Registration Statement on Form S-3 filed with the Securities and Exchange Commission (the " SEC ") under No. 333-201532. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period specified in the following paragraph (the " Lock-Up Period "), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any Shares, or any options or warrants to purchase any Shares, or any securities convertible into, exchangeable for or that represent the right to receive Shares, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC (collectively the " Undersigned's Shares "). The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Shares even if such Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Shares. In addition, the undersigned agrees that it will not, during the Lock-Up Period, publicly

disclose the intention to engage in any of the foregoing transactions, or make any demand for or exercise any right with respect to the registration of any of the Undersigned's Shares.

The initial Lock-Up Period will commence on the date of this Lock-Up Agreement and continue for 90 days after the public offering date set forth on the final prospectus used to sell the Shares (the " Public Offering Date ") pursuant to the Underwriting Agreement.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Shares (i) as a *bona fide* gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein and provided further that no public announcement or filing under the Securities Exchange Act of 1934, as amended (the "Exchange Act") shall be required or voluntarily made in connection with such transfer, (ii) to any member of the immediate family of the undersigned provided that (A) the transferee or transferees agree(s) to be bound in writing by the restrictions set forth herein, (B) any such transfer shall not involve a disposition for value, and (C) no public announcement or filing under the Exchange Act shall be required or voluntarily made in connection with such transfer, (iii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that (A) the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, (B) any such transfer shall not involve a disposition for value, and (C) no public announcement or filing under the Exchange Act shall be required or voluntarily made in connection with such transfer, (iv) to an entity controlled by the undersigned provided that (A) the transferee or transferees agree(s) to be bound in writing by the restrictions set forth herein and (B) no public announcement or filing under the Exchange Act shall be required or voluntarily made in connection with such transfer, (v) pursuant to the laws of testamentary or intestate descent, (vi) to the Company for the primary purpose of paying the exercise price of options or for paying taxes (including estimated taxes) due as a result of the exercise of such options or as a result of the vesting of securities (including long-term incentive plan awards, options and warrants), in each case pursuant to any long-term incentive plan, stock ownership plan or other similar plan in effect as of the date hereof and disclosed in the Disclosure Package and the Final Prospectus; provided that no public announcement or filing under the Exchange Act shall be required or voluntarily made in connection with such transfer other than any required filing under the Exchange Act that indicates by footnote disclosure or otherwise the nature of such transfer or deemed transfer, or (vii) with the prior written consent of the Representatives on behalf of the Underwriters. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. The undersigned now has, and, except as contemplated by clauses (i) through (vii) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

Very truly yours,

_____

[Name of Shareholder]

Exhibit 5.1

20 April 2016

Confidential

Your reference
Your Reference

Ensco plc
6 Chesterfield Gardens
London W1J 5BQ
United Kingdom

Our reference
HLD/EVP/CPPC

Direct line
+44 (0)20 7090 3102

Dear Sirs,

Ensco plc (the "Company")
Proposed offering of new ordinary shares

We have acted solely as English counsel to the Company, a public limited company incorporated in England and Wales, in connection with the issue of up to 65,550,000 Class A ordinary shares of US$0.10 each in the capital of the Company (the **"Securities"**) as authorised by the unanimous written resolutions of the board of directors of the Company dated 8 April 2016 approving such offering in principle (the **"Board Resolutions"**).

In rendering the opinion set forth below, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of: (i) the Underwriting Agreement dated 14 April 2016 between the Company, Goldman, Sachs & Co. (**"GS"**) and Morgan Stanley & Co. LLC (**"MS"**); (ii) the Subscription and Transfer Agreement dated 14 April 2016 between the Company, ESV Jersey Limited (**"JerseyCo"**) and MS; (iii) the Put and Call Option Agreement dated 14 April 2016 between the Company, JerseyCo and MS; (iv) copies of the minutes of a meeting of a committee of the board of directors of the Company on 14 April 2016 (the **"Pricing Committee Minutes"**); (v) the Board Resolutions; and (vi) copies (as of 20 April 2016), of the memorandum and articles of association (and any resolutions or agreements amending the same) of the Company and the certificates of incorporation of the Company. Terms and expressions defined in the Underwriting Agreement have the same meanings when used in this letter.

We have assumed, without independent investigation, the genuineness of all signatures and the conformity to original documents of all documents submitted to us as certified, photostatic, reproduced, or conformed copies. In addition, we have assumed that: (i) the annual general meeting of the Company held on 18 May 2015 was duly convened and held and the resolution numbered 2 (Authority to allot shares) set out in the notice of such meeting was duly passed and filed in accordance with the Companies Act 2006 (as amended), remains in full force and effect and US$3,413 of aggregate nominal value of Class A ordinary shares have been issued pursuant to such authority as at the date of this opinion; (ii) the directors of the Company have acted in accordance with their duties as directors and for a proper purpose under all applicable laws and the memorandum and articles of association of the Company in so far as is relevant to this opinion

CFI Saul	DL Finkler	SR Galbraith	DR Johnson	RA Sumroy	JS Nevin	RJ Smith	DE Robertson	Authorised and regulated by the Solicitors Regulation Authority Firm SRA number 55388
SM Edge	MD Bennett	NDF Gray	S Middlemiss	JC Cotton	JA Papanichola	MD'AS Corbett	TA Vickers	
NPG Boardman	RD de Carle	SRB Powell	RA Swallow	RJ Turnill	JM Zaman	PIR Dickson	RA Innes	
PFJ Bennett	SP Hall	AG Ryde	CS Cameron	WNC Watson	RA Byk	AC Eastell	CP McGaffin	
CM Horton	RC Stern	JAD Marks	CA Connolly	CNR Jeffs	GA Miles	IS Johnson	CL Phillips	
EA Barrett	JR Triggs	SD Warna-kula-suriya	PJ Cronin	SR Nicholls	GE O'Keefe	RM Jones	SVK Wokes	
PP Chappatte	A Beare	DA Wittmann	BJ-PF Louveaux	MJ Tobin	T Pharoah	EJ Fife		
SL Edwards	JD Boyce	TS Boxell	MST Leung	DG Watkins	MD Zerdin	JP Stacey		
F Murphy	MEM Hattrell	SJ Luder	R Doughty	BKP Yu	RL Cousin	LJ Wright		
PH Stacey	N von Bismarck	AJ McClean	E Michael	EC Brown	BJ Kingsley	JP Clark		
CWY Underhill	PWH Brien	JC Twentyman	RR Ogle	RA Chaplin	IAM Taylor	WHJ Ellison		
OA Wareham	JM Fenn	GN Eaborn	PC Snell	J Edwarde	DA Ives	AM Lyle-Smythe		
RJ Clark	AN Hyman	STM Lee	HL Davies	AD Jolly	MC Lane	SC Macknay		
SJ Cooke	AC Johnson	AC Cleaver	JC Putnis	S Maudgil	LMC Chung	A Nassiri		

CE 536201388

letter; and (iii) there has been and will have been no contravention of any of the provisions of the Financial Services and Markets Act 2000 (**"FSMA"**) or any applicable secondary legislation made under it by anyone in relation to the offering of the Securities (including without limitation, the provisions of sections 19 and 21 of FSMA). As to certain other matters of fact, both express and implied, we have relied upon representations, statements and certificates of officers of the Company.

Based upon the above, and subject to the stated assumptions, we are of the opinion that, when issued in accordance with the Board Resolutions and the Pricing Committee Minutes and subject to the statutory notification to the Registrar of Companies of the allotment of the Securities (as required by the Companies Act 2006 (as amended)), the Securities will be duly authorised, validly issued, fully paid and non-assessable.

Our opinion set forth herein is limited to English law and to the extent that judicial and regulatory orders or consents, approvals, licences, authorisations, filings or registrations for governmental or other public authorities are relevant, to those required under such law. We express no opinion and make no representation with respect to any other laws or the law of any other jurisdiction.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to any references to this firm in the prospectus contained therein. In giving this consent, we do not admit that we are experts within the meaning of section 11 of the Securities Act 1933 or within the category of persons whose consent is required under section 7 of the Securities Act 1933.

Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company or any other document or agreement involvement with the issuance of the Securities. We assume no obligation to advise you of facts, circumstances, events or developments which may hereafter be brought to our attention and which may alter, affect, or modify the opinions expressed herein.

Yours faithfully,

/s/ Slaughter and May

Slaughter and May