Section 1: 8-K (FORM 8-K)

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

FORM 8-K

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

Date of report (Date of earliest event reported): January 4, 2018 (January 3, 2018)

OneMain Holdings, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware	**001-36129**	**27-3379612**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

601 N.W. Second Street,
Evansville, IN 47708
(Address of principal executive offices) (Zip Code)

(812) 424-8031
(Registrant's telephone number, including area code)

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

Check the appropriate box below if the Form 8-K 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

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act

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

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

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Share Purchase Agreement

On January 3, 2018, OneMain Holdings, Inc., a Delaware corporation ("OneMain" or the "Company"), advised by Skadden, Arps, Slate, Meagher & Flom LLP, upon the recommendation and approval of a special committee of the Board of Directors of OneMain consisting solely of independent directors and advised separately by Davis Polk & Wardwell LLP (as legal counsel) and PJT Partners LP (as financial advisor), formed for the purpose of evaluating strategic alternatives, entered into a Share Purchase Agreement (the "SPA") with Springleaf Financial Holdings, LLC, a Delaware limited liability company ("Springleaf" or "Seller") and OMH Holdings, L.P., a Delaware limited partnership ("Apollo" or "Purchaser"). Pursuant to the SPA, Purchaser agreed to purchase 54,937,500 shares of common stock, par value $0.01 per share, of the Company ("Company Common Stock") beneficially owned by Seller (the "Purchased Shares") at a purchase price per share of $26.00, for an aggregate purchase price of approximately $1,428,375,000 in cash (the "Private Sale"). As of December 29, 2017, the Purchased Shares represented approximately 40.5% of the outstanding Company Common Stock. Purchaser will fund the Private Sale through equity investments by its limited partners, for which it has obtained written commitments. Upon the closing of the Private Sale, Purchaser will own approximately 40.5% of the outstanding shares of Company Common Stock on a fully diluted basis calculated based on the number of shares of Company Common Stock outstanding as of December 29, 2017.

The SPA contains customary representations, warranties and covenants in respect of each of the Company, Seller and Purchaser. No indemnification by the Company is contemplated by the SPA. The completion of the Private Sale is subject to various conditions, including, among others: (i) the expiration of the applicable waiting periods under the HSR Act; (ii) the receipt of certain regulatory approvals and consents, including receipt of approvals, licenses or consents from applicable state regulatory authorities governing consumer lending and insurance in the various states in which the Company or any Company subsidiary operates; (iii) the execution and delivery of the Amended and Restated Stockholders Agreement, by and between the Company and Purchaser (the "A&R Stockholders Agreement"); and (iv) subject to certain materiality exceptions, the accuracy of the representations and warranties made by the Company, Seller and Purchaser and the compliance by each of the Company, Seller and Purchaser with their respective obligations under the SPA. The completion of the Private Sale is not subject to any financing contingency.

Seller and Purchaser have the right to terminate the SPA under certain circumstances, including, among others: (1) mutual consent, (2) material uncured breach by the other party, (3) failure to consummate the Private Sale by August 3, 2018, subject to a possible 2-month extension or (4) issuance of a final, non-appealable order of any governmental entity that makes illegal, restrains, enjoins or prohibits the consummation of the Private Sale or imposes any condition, limitation or qualification that, individually or together, would or would reasonably be expected to have a material adverse effect on the business, results of operations or financial condition of Purchaser and its Subsidiaries (as defined in the SPA) (taken as whole) or the Sponsors (as defined in the SPA) (taken as a whole).

The SPA has been summarized and attached as an exhibit hereto solely to provide investors with information regarding its terms. It is not intended to provide any other factual information about the Company. The representations, warranties and covenants contained in the SPA were made only for purposes of the SPA as of the specific dates therein, were solely for the benefit of the parties to the SPA, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the SPA instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries under the SPA and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties thereto or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of representations and warranties may change after the date of the SPA, which subsequent information may or may not be fully reflected in the Company's public disclosures.

The foregoing summary of the SPA does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the SPA, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated into this Item 1.01 by reference herein.

Amended and Restated Stockholders Agreement

In connection with the SPA, the Company and Purchaser have agreed to a form of A&R Stockholders Agreement to be executed and delivered upon the consummation of the Private Sale (the "Closing"), subject to fulfillment of the conditions described above.

Board Representation. Immediately following the Closing, the Board of Directors (the "Board") will consist of nine directors. Following the Closing, for so long as Purchaser (together with any Permitted Transferees (as defined in the A&R Stockholders Agreement) (Purchaser and any Permitted Transferees, collectively the "Stockholders")) beneficially owns: (a) at least 33% of the outstanding shares of Company Common Stock and other securities of the Company entitled to vote generally in the election of directors of the Company (together, the "Company Securities"), Purchaser will be entitled to designate a number of directors equal to the majority of the Board, plus one director and in these circumstances the majority of the directors of the Board shall be independent (the "Independent Directors"), (b) less than 33%, but at least 20%, of the Company Securities, Purchaser will be entitled to designate a number of directors equal to the majority of the Board, minus one director, unless the Board consists of six or fewer directors, in which case, Purchaser shall be entitled to designate two directors to the Board, (c) less than 20%, but at least 10%, of the Company Securities, Purchaser will be entitled to designate a number of directors proportional to its interest (rounded up to the nearest whole number), unless the Board consists of six or fewer directors, in which case, Purchaser shall be entitled to designate two directors to the Board, and (d) less than 10%, but at least 5%, of the Company Securities, Purchaser will be entitled to designate a number of directors proportional to its interest (rounded up to the nearest whole number), unless the Board consists of six or fewer directors, in which case, Purchaser shall be entitled to designate one director to the Board. Purchaser's right to nominate directors to the Board may not be transferred to a subsequent acquirer of its shares of the Company Securities. The size of the Board may not be decreased from nine directors without approval of the Independent Directors. The Company covenants to take all reasonable actions to cause to be elected, and to continue in office, such nominees of Purchaser.

Voting Obligations. Purchaser shall refrain from taking any action to remove, or voting in favor of the removal, from the Board, prior to the expiration of their existing term, three of the directors who are currently serving on the Board and who will remain on the Board following the Closing, in each case other than for cause.

Standstill Provisions. The "Standstill Period" shall mean the period beginning on the date the A&R Stockholders Agreement is executed and ending on the earlier of (i) two years from January 3, 2018 and (ii) such time as the Stockholders collectively have beneficial ownership of less than 20% of the Company Securities. The Stockholders agree that, during the Standstill Period, they shall not, and shall cause certain of their affiliates (such affiliates, "Controlled Affiliates"), and shall direct their representatives acting at their direction, and shall cause their affiliates' representatives acting at such affiliates' direction, not to, directly or indirectly, as part of a "group" (as such term is applied under Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act")), effect, or enter into any agreement to effect, (x) any acquisition of any Company Securities, or rights or options to acquire any Company Securities, in each case, whether or not any of the foregoing may be acquired or obtained immediately or only after the passage of time or upon the satisfaction of one or more conditions pursuant to any agreement, arrangement or understanding or otherwise or (y) any tender or exchange offer, consolidation, business combination, acquisition, merger or other extraordinary transaction involving the Company or a material portion of the assets of the Company, in each case without the approval of the majority of the Independent Directors who are disinterested and independent under Delaware law (the "Disinterested Directors"), in each case subject to certain exceptions, including that the Stockholders may purchase Company Common Stock from a certain specified holder of Company Common Stock. Six months after the Closing, the Stockholders may purchase additional shares of Company Securities so that the Stockholders own, in the aggregate (including Company Securities previously owned by Purchaser and its affiliates), up to a maximum beneficial ownership of 52% of the outstanding shares of Company Securities.

Matters Reserved for Approval of the Disinterested Directors. For as long as the Stockholders have beneficial ownership of at least 20% of the Company Securities, the following actions shall require the approval of the majority of the Disinterested Directors: (a) any transaction or series of transactions between any Stockholder or any of their respective affiliates, on the one hand, and the Company or any of its subsidiaries, on the other hand, that could reasonably be expected to have a value in excess of $30,000,000 (other than ordinary course purchases of asset-backed securities from the Company or any of its subsidiaries on arms-length, market terms in an amount not exceeding $500,000,000 in any transaction), (b) any enforcement or waiver of the rights of the Company or any of its subsidiaries under any agreement between the Company or any of its subsidiaries, on the one hand, and any Stockholder or any of their respective affiliates, on the other hand, and (c) any management, monitoring, service, transaction or other similar fee payable to any Stockholder or any of their respective affiliates, with the exception of certain pre-approved transactions.

Until the third anniversary of January 3, 2018, each Stockholder agrees that it shall not, and shall cause each of its affiliates not to, directly or indirectly, alone or in concert with any other person, engage in any "Rule 13e-3 transaction" as defined in Rule 13e-3 under the Exchange Act without the approval of the majority of the Disinterested Directors. Until the second anniversary of January 3, 2018, each Stockholder agrees that it shall not transfer (or enter into an agreement to transfer), record or beneficial ownership of any Company Securities to a person or "group" (as defined in Section 13(d)(3) of the Exchange Act) without the approval of the majority of the Disinterested Directors.

Registration Rights. Following 180 days after the Closing, the Stockholders will be entitled to customary demand and piggyback registration rights, subject to customary underwriter cutbacks.

Termination. The A&R Stockholders Agreement will automatically terminate on the date the Stockholders beneficially own less than 1% of the Company Securities.

Item 5.01 Changes in Control of Registrant.

The disclosure set forth above under Item 1.01 – *Share Purchase Agreement*, is incorporated herein by reference.

Item 8.01 Other Events.

On January 4, 2018, the Company issued a press release announcing the transaction. A copy of such press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Forward-Looking Statements

This document contains "forward-looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995, including, without limitation, statements relating to the completion of the proposed transaction. Forward-looking statements may be identified by the use of words such as "anticipate", "believe", "intend", 'appear", "expect", "estimate", "plan", "outlook" and "project" and other similar expressions, and negatives of those expressions, that predict or indicate future events or trends or that are not statements of historical matters. These statements are based on current expectations and assumptions that are subject to risks and uncertainties. Actual results could differ materially from those anticipated as a result of various factors, including: (1) conditions to the closing of the proposed transaction, including the obtaining of required regulatory approvals, may not be satisfied, including those related to the HSR Act and required state consumer finance and insurance approvals; (2) the proposed transaction may involve unexpected costs, liabilities or delays; (3) the business of the Company may suffer as a result of uncertainty surrounding the proposed transaction; (4) the outcome of any legal proceedings related to the proposed transaction; (5) the Company may be adversely affected by other economic, business, and/or competitive factors; (6) the occurrence of any event, change or other circumstances that could give rise to the termination of the share purchase agreement; (7) the ability to recognize benefits of the proposed transaction; (8) risks that the proposed transaction disrupts current plans and operations and the potential difficulties in employee retention as a result of the proposed transaction; (9) other risks to consummation of the proposed transaction, including the risk that the proposed transaction will not be consummated within the expected time period or at all; and (10) the risks described from time to time in the Company's reports filed with the SEC under the heading "Risk Factors" in Part I - Item 1A., "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2016, filed with the Securities and Exchange Commission ("SEC") on February 21, 2017, as may be revised, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K and in other of the Company's filings with the SEC. Such risks include, without limitation: unanticipated expenditures relating to the 2015 acquisition of all the equity of OneMain Financial Holdings, LLC by the Company (the "OneMain Acquisition"); the inability to obtain, or delays in obtaining, cost savings and synergies from the OneMain Acquisition and risks and other uncertainties associated with the integration of the companies; any litigation, fines or penalties that could arise relating to the OneMain Acquisition; the impact of the OneMain Acquisition on our relationships with employees and third parties; various risks relating to our continued compliance with the Final Judgment entered April 15, 2016, to resolve antitrust concerns of the United States Department of Justice and the state attorneys general for Colorado, Idaho, Pennsylvania, Texas, Virginia, Washington and West Virginia; changes in general economic conditions, including the interest rate environment in which we conduct business and the financial markets through which we can access capital and also invest cash flows from our Consumer and Insurance segment; levels of unemployment and personal bankruptcies; natural or accidental events such as earthquakes, hurricanes, tornadoes, fires, or floods affecting our customers, collateral, or branches or other operating facilities; war, acts of terrorism, riots, civil disruption, pandemics, disruptions in the operation of our information systems, cyber-attacks or other security breaches, or other events disrupting business or commerce; changes in the rate at which we can collect or potentially sell our finance receivables portfolio; the effectiveness of our credit risk scoring models in assessing the risk of customer unwillingness or lack of capacity to repay; changes in our ability to attract and retain employees or key executives to support our businesses; changes in the competitive environment in which we operate, including the demand for our products, customer responsiveness to our distribution channels, our ability to make technological improvements, and the strength and ability of our competitors to operate independently or to enter into business combinations that result in a more attractive range of customer products or provide greater financial resources; risks related to the acquisition or sale of assets or businesses or the formation, termination or operation of joint ventures or other strategic alliances or arrangements, including loan delinquencies or net charge-offs, integration or migration issues, increased costs of servicing, incomplete records, and retention of customers; the inability to successfully and timely expand our centralized loan servicing capabilities through the integration of the Springleaf Finance Corporation and the Company servicing facilities; risks associated with our insurance operations, including insurance claims that exceed our expectations or insurance losses that exceed our reserves; the inability to successfully implement our growth strategy for our consumer lending business as well as various risks associated with successfully acquiring portfolios of consumer loans, pursuing acquisitions, and/or establishing joint ventures; declines in collateral values or increases in actual or projected delinquencies or net charge-offs; changes in federal, state or local laws, regulations, or regulatory policies and practices, including the Dodd-Frank Act (which, among other things, established the CFPB, which has broad authority to regulate and examine financial institutions, including us), that affect our ability to conduct business or the manner in which we conduct business, such as licensing requirements, pricing limitations or restrictions on the method of offering products, as well as changes that may result from increased regulatory scrutiny of the sub-prime lending industry, our use of third-party vendors and real estate loan servicing, or changes in corporate or individual income tax laws or regulations, including effects of the enactment of Public Law 115-97 amending the Internal Revenue Code of 1986; potential liability relating to real estate and personal loans which we have sold or may sell in the future, or relating to securitized loans, if it is determined that there was a non-curable breach of a representation or warranty made in connection with such transactions; the costs and effects of any actual or alleged violations of any federal, state or local laws, rules or regulations, including any litigation associated therewith, any impact to our business operations, reputation, financial position, results of operations or cash flows arising therefrom, any impact to our relationships with lenders, investors or other third parties attributable thereto, and the costs and effects of any breach of any representation, warranty or covenant under any of our contractual arrangements, including indentures or other financing arrangements or contracts, as a result of any such violation; the costs and effects of any fines, penalties, judgments, decrees, orders, inquiries, investigations, subpoenas, or enforcement or other proceedings of any governmental or quasi-governmental agency or authority and any litigation associated therewith; our continued ability to access the capital markets or the sufficiency of our current sources of funds to satisfy our cash flow requirements; our ability to comply with our debt covenants; our ability to generate sufficient cash to service all of our indebtedness; any material impairment or write-down of the value of our assets; the effects of any downgrade of our debt ratings by credit rating agencies, which could have a negative impact on our cost of and/or access to capital; our substantial indebtedness, which could prevent us from meeting our obligations under our debt instruments and limit our ability to react to changes in the economy or our industry, or our ability to incur additional borrowings; the impacts of our securitizations and borrowings; our ability to maintain sufficient capital levels in our regulated and unregulated subsidiaries; changes in accounting standards or tax policies and practices and the application of such new standards, policies and practices; changes in accounting principles and policies or changes in accounting estimates; risks associated with Seller's ownership of our outstanding common stock; effects of the acquisition of Fortress Investment Group LLC by an affiliate of SoftBank Group Corp.; any failure or inability to achieve the SpringCastle Portfolio performance requirements set forth in the SpringCastle Interests Sale purchase agreement; and the effect of future sales of our remaining portfolio of real estate loans and the transfer of servicing of these loans, including the environmental liability and costs for damage caused by hazardous waste if a real estate loan goes into default. We operate in a competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the future events and trends discussed in this document may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements. We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements, except as required by law. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Share Purchase Agreement, dated as of January 3, 2018, by and among the Company, Springleaf and Apollo†
10.2	Form of Amended and Restated Stockholders Agreement, between the Company and Apollo
99.1	Press Release of the Company, January 4, 2018

† Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company hereby undertakes to furnish supplemental copies of any of the omitted schedules upon request by the U.S. Securities and Exchange Commission.

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 thereunto duly authorized.

OneMain Holdings, Inc.

Date: January 4, 2018

By: /s/ SCOTT T. PARKER
Scott T. Parker
Executive Vice President and Chief Financial Officer

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Section 2: EX-10.1 (EXHIBIT 10.1)

Exhibit 10.1

SHARE PURCHASE AGREEMENT

Dated as of January 3, 2018

among

OMH Holdings, L.P.,

Springleaf Financial Holdings, LLC

and

OneMain Holdings, Inc.

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Exhibits

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SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT (this "Agreement"), dated as of January 3, 2018, among OMH Holdings, L.P., a Delaware limited partnership ("Purchaser"), Springleaf Financial Holdings, LLC, a Delaware limited liability company ("Seller"), and OneMain Holdings, Inc., a Delaware corporation (the "Company").

WHEREAS, Seller is the owner of 59,117,178 shares of common stock, par value $0.01 per share, of the Company ("Common Stock");

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, 54,937,500 shares of Common Stock beneficially owned by Seller (the "Shares"), on the terms and subject to the conditions contained herein;

WHEREAS, the Company, Purchaser and Seller desire to make certain representations, warranties, covenants and agreements in connection with the Share Purchase and also to prescribe various conditions to the Share Purchase;

WHEREAS, in consideration of the Company entering into this Agreement, Purchaser and the Company are entering into the A&R Stockholder Agreement which sets forth certain rights and obligations of Purchaser and the Company following the completion of the Share Purchase; and

WHEREAS, certain capitalized terms used in this Agreement are defined in Section 9.03.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and covenants herein and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

Share Purchase

Section 1.01. Share Purchase. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall sell, transfer and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all the Shares, which Shares shall be sold, transferred and delivered with full legal and beneficial title and ownership, free and clear of all Liens (other than those arising under applicable securities Laws or as a result of the actions of Purchaser or any of its Affiliates) and together with all rights attached thereto, for an aggregate purchase price of $1,428,375,000 (the "Purchase Price"). The purchase and sale of the Shares is referred to in this Agreement as the "Share Purchase".

Section 1.02. Closing. The closing (the "Closing") of the Share Purchase shall take place at the offices of Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York, NY 10019 at 9 a.m., Eastern time, on a date to be specified by Seller and Purchaser, which shall be no later than the second Business Day following the satisfaction or (to the extent permitted by Law) waiver by the party or parties entitled to the benefits thereof of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or (to the extent permitted by Law) waiver of those conditions), or at such other place, time and date as shall be agreed in writing between Seller and Purchaser. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date".

Section 1.03. At the Closing:

(a) Purchaser shall pay, in cash by wire transfer of immediately available funds to one or more bank accounts designated by Seller in writing at least two business days prior to the Closing Date, an aggregate amount equal to the Purchase Price;

(b) Seller and the Company shall take all actions reasonably necessary to transfer the Shares to Purchaser, including, to the extent the Shares are represented by certificates, delivering to Purchaser, or causing to be delivered to Purchaser, instruments of transfer as reasonably required to transfer the Shares;

(c) the Company shall deliver to Purchaser the A&R Stockholders Agreement, duly executed by the Company, and Purchaser shall deliver to the Company the A&R Stockholders Agreement, duly executed by Purchaser; and

(d) Seller shall deliver a certificate of Seller's non-foreign status complying with the provisions of Treasury Regulation Section 1.1445-2(b).

Section 1.04. Withholding. Purchaser shall be entitled to deduct and withhold from the amounts otherwise payable hereunder any amounts required to be deducted and withheld under any applicable Tax Law. If any such deduction or withholding is anticipated by Purchaser, Purchaser shall use commercially reasonable efforts to provide written notice to Seller at least five (5) days in advance of Closing (including a reasonable description of the basis for such withholding); provided, however, a failure to provide such notice shall not preclude Purchaser from deducting or withholding in accordance with applicable Tax Law. To the extent any amounts are so withheld, such withheld amounts shall be timely paid to the applicable taxing authority and shall be treated for all purposes as having been paid to Seller; provided, however, that, unless otherwise required by a change in applicable Tax Law that occurs after the date of this Agreement, the parties agree that no withholding shall be made under Section 1445 of the Code with respect to the amounts payable under this Agreement if Seller delivers to Purchaser the certificate described in Section 1.03(d).

ARTICLE II

Representations and Warranties of Seller

Seller represents and warrants to each of Purchaser and the Company that the statements contained in this Article II are true and correct.

Section 2.01. Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has all corporate or similar organizational power and authority required to execute and deliver this Agreement and to consummate the Share Purchase and the other transactions contemplated hereby and to perform each of its obligations hereunder. Seller has the full legal right, power and authority to sell, assign, transfer, deliver and convey the Shares in accordance with this Agreement.

Section 2.02. Authority; Execution and Delivery; Enforceability. Seller has all requisite corporate or similar organizational power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Share Purchase and the other transactions contemplated by this Agreement. No corporate or stockholder proceedings on the part of Seller are necessary to authorize, adopt or approve, as applicable, this Agreement or to consummate the Share Purchase and the other transactions contemplated by this Agreement. Seller has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by Purchaser and the Company, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms except, in each case, as enforcement may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally and by general principles of equity (the "Bankruptcy and Equity Exception").

Section 2.03. No Conflicts; Consents.

(a) The execution and delivery by Seller of this Agreement does not, and the performance by Seller of its obligations hereunder and the consummation of the Share Purchase and the other transactions contemplated by this Agreement will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or (solely with respect to clause (ii)) give rise to a right of termination, cancellation or acceleration of any obligation, any obligation to make an offer to purchase or redeem any Indebtedness or capital stock or any loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of Seller under, any provision of (i) the governing or organizational documents of Seller; (ii) any written contract, lease, license, indenture, note, bond, agreement, understanding, undertaking, concession, franchise or other instrument (in each case, to the extent legally binding on the parties thereto) (a "Contract") to which Seller is a party or by which any of its respective properties or assets is bound; or (iii) subject to the filings and other matters referred to in Section 2.03(b), as of the date hereof, any judgment, order or decree ("Judgment") or statute, law (including common law), ordinance, rule or regulation ("Law") or Permit, in each case, applicable to Seller or its properties or assets, other than, in the case of clauses (ii) and (iii) above, any matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Seller Material Adverse Effect.

(b) No governmental franchises, licenses, permits, authorizations, variances, exemptions, orders and approvals (each a "Permit" and collectively, the "Permits"), consent, approval, clearance, waiver or order (collectively, with the Permits, the "Consents" and each, a "Consent") of or from, or registration, declaration, notice or filing made to or with any federal, national, state, provincial or local, whether domestic or foreign, government or any court of competent jurisdiction, administrative, consumer lending, insurance or regulatory agency or commission, or other governmental authority or instrumentality, whether domestic, foreign or supranational (a "Governmental Entity"), is required to be obtained or made by or with respect to Seller in connection with the execution and delivery of this Agreement or its performance of its obligations hereunder or the consummation of the Share Purchase and the other transactions contemplated by this Agreement, other than (i) compliance with and filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), (ii) the filing with the SEC of such reports under, and such other compliance with, the Exchange Act and the Securities Act as may be required in connection with this Agreement, the Share Purchase and the other transactions contemplated by this Agreement and (iii) such other matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Seller Material Adverse Effect. For the avoidance of doubt, this Section 2.03 does not address any Permits, Consents, registrations, declarations relating to the Company or any Company Subsidiary, which are addressed in Section 4.05(b).

Section 2.04. Ownership of the Shares. Seller is the owner of the Shares and has good and valid title to such Shares free and clear of all Liens (other than those arising under applicable securities Laws or as a result of the actions of Purchaser and its Affiliates). Assuming Purchaser has the requisite power and authority to be the lawful owner of the Shares, upon the consummation of the Share Purchase at the Closing, good and valid title to such Shares will pass to Purchaser, free and clear of any Liens (other than those arising under applicable securities Laws or as a result of the actions of Purchaser and its Affiliates).

Section 2.05. Brokers' Fees and Expenses. No broker, investment banker, financial advisor or other Person, other than such Persons, the fees and expenses of which will be paid by Seller, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Share Purchase or any of the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 2.06. No Other Representations or Warranties. Except for the representations and warranties of Purchaser contained in Article III or in any certificate delivered by Purchaser to Seller, Seller acknowledges that (x) neither Purchaser nor any other Person on behalf of Purchaser makes, or has made, any representation or warranty relating to itself or its business or otherwise in connection with this Agreement, the Share Purchase or the other transactions contemplated by this Agreement and Seller is not relying on any representation or warranty of Purchaser except for those expressly set forth in this Agreement and (y) no person has been authorized by Purchaser or any other Person on behalf of Purchaser to make any representation or warranty relating to itself or its business or otherwise in connection with this Agreement and the Share Purchase, and if made, such representation or warranty shall not be relied upon by Seller as having been authorized by such entity.

ARTICLE III

Representations and Warranties of Purchaser

Purchaser represents and warrants to each of Seller and the Company that the statements contained in this Article III are true and correct.

Section 3.01. Organization, Standing and Power. Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has all corporate or similar organizational power and authority required to execute and deliver this Agreement and to consummate the Share Purchase and the other transactions contemplated hereby and to perform each of its obligations hereunder. Purchaser is duly qualified or licensed to do business in each jurisdiction where the nature of its business or the ownership or leasing of its properties make such qualification necessary, other than in such jurisdictions where the failure to be so qualified or licensed, individually or in the aggregate, has not had and would not reasonably be expected to have a Purchaser Material Adverse Effect.

Section 3.02. Authority; Execution and Delivery; Enforceability. Purchaser has all requisite corporate or similar organizational power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Share Purchase and the other transactions contemplated by this Agreement. No corporate or stockholder proceedings on the part of Purchaser are necessary to authorize, adopt or approve, as applicable, this Agreement or to consummate the Share Purchase and the other transactions contemplated by this Agreement. Purchaser has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by Seller and the Company, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms except, in each case, as enforcement may be limited by the Bankruptcy and Equity Exception.

Section 3.03. No Conflicts; Consents.

(a) The execution and delivery by Purchaser of this Agreement does not, and the performance by Purchaser of its obligations hereunder and the consummation of the Share Purchase and the other transactions contemplated by this Agreement will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or (solely with respect to clause (ii)) give rise to a right of termination, cancellation or acceleration of any obligation, any obligation to make an offer to purchase or redeem any Indebtedness or capital stock or any loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of Purchaser under, any provision of (i) the governing or organizational documents of Purchaser; (ii) any Contract to which Purchaser is a party or by which any of its respective properties or assets is bound; or (iii) subject to the filings and other matters referred to in Section 3.03(b), as of the date hereof, any Judgment or statute, law (including common law), Law or Permit, in each case, applicable to Purchaser or its properties or assets, other than, in the case of clauses (ii) and (iii) above, any matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Purchaser Material Adverse Effect.

(b) No Consent of or from, or registration, declaration, notice or filing made to or with any Governmental Entity is required to be obtained or made by or with respect to Purchaser or any of its Affiliates in connection with the execution and delivery of this Agreement or its performance of its obligations hereunder or the consummation of the Share Purchase and the other transactions contemplated by this Agreement, other than (i) (A) compliance with and filings under the HSR Act and (B) the filing of applications and notices with, and receipt of approvals, licenses or consents from, applicable state regulatory authorities governing consumer lending and insurance in the various states in which the Company or any Company Subsidiary operates, (ii) the filing with the SEC of such reports under, and such other compliance with, the Exchange Act and the Securities Act, as may be required in connection with this Agreement, the Share Purchase and the other transactions contemplated by this Agreement and (iii) such other matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Purchaser Material Adverse Effect.

Section 3.04. Brokers' Fees and Expenses. No broker, investment banker, financial advisor or other Person, other than such Persons, the fees and expenses of which will be paid by Purchaser, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Share Purchase or any of the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

Section 3.05. Business of Purchaser. Since its date of incorporation, Purchaser has not carried on any business nor conducted any operations other than the execution of this Agreement and the Equity Commitment Letters, the performance of its obligations hereunder and thereunder and matters ancillary thereto.

Section 3.06. Ownership of Common Stock. None of (i) Purchaser or any of its Affiliates or (ii) the Sponsors or any of their respective Affiliates has been, at any time during the three years prior to the date hereof, an "interested stockholder" of the Company, as defined in the Company Charter. As of the date of this Agreement, none of Purchaser, the Sponsors or any of their respective Affiliates owns any shares of capital stock of the Company or has any rights to acquire any shares of capital stock of the Company (except pursuant to this Agreement).

Section 3.07. Financing. Purchaser has delivered to Seller true and complete copies of fully executed commitment letters dated as of the date hereof (together with all exhibits, annexes, schedules and term sheets attached thereto and as amended, modified, supplemented, replaced or extended from time to time after the date of this Agreement, the "Equity Commitment Letters") from each of Apollo Investment Fund VIII, L.P., Apollo Overseas Partners VIII, L.P., Apollo Overseas Partners (Delaware) VIII, L.P. and Apollo Overseas Partners (Delaware 892) VIII, L.P. (collectively, the "Sponsors" and each, individually, a "Sponsor") providing for an equity investment in Purchaser from each Sponsor, subject to the terms and conditions therein, in cash in the aggregate amounts set forth therein (the "Equity Commitments"). As of the date of this Agreement, the Equity Commitment Letters have not been amended or modified, no such amendment or modification is contemplated, and none of the obligations and commitments contained in such letters have been withdrawn, terminated or rescinded in any respect and no such withdrawal, termination or rescission is contemplated. Assuming the Equity Commitments are funded in accordance with the Equity Commitment Letters and the performance by Seller and the Company of their respective obligations under this Agreement, Purchaser will have on the Closing Date funds sufficient to pay the Purchase Price and to pay all related fees and expenses. Each Equity Commitment Letter (1) contains legal, valid and binding obligations of Purchaser and the applicable Sponsor, (2) is enforceable in accordance with its terms against Purchaser and the applicable Sponsor, in each case except as such enforceability may be limited by the Bankruptcy and Equity Exception, and (3) is in full force and effect. The only conditions precedent or other contingencies related to the obligations of the Sponsors to fund the full amount of the Equity Commitments are those expressly set forth in the Equity Commitment Letters, and there are no side letters or other Contracts to which Purchaser or any of its Affiliates is a party that contain any such conditions precedent or other contingencies.

Section 3.08. Accredited Investor; Investment Intent. Purchaser is an accredited investor as defined in Regulation D under the Securities Act. Purchaser is acquiring the Shares for its own account for investment and not with a view to, or for sale or other disposition in connection with, any distribution of all or any part thereof, except in compliance with applicable federal and state securities laws.

Section 3.09. Restricted Securities. Purchaser understands that the Shares will not have been registered pursuant to the Securities Act or any applicable state securities laws, that the Shares will be characterized as "restricted securities" under federal securities laws, and that under such laws and applicable regulations the Shares cannot be sold or otherwise disposed of without registration under the Securities Act or an exemption therefrom.

Section 3.10. No Other Representations or Warranties. Except for the representations and warranties of Seller and the Company contained in Article II and Article IV, respectively, or in any certificate delivered by Seller or the Company to Purchaser (and notwithstanding the delivery or disclosure to Purchaser or its Affiliates, or its or their officers, directors, managers, accountants, legal counsel, financial advisors agents or other representatives (collectively, "Representatives") of any documentation, projections, estimates, budgets or other information), Purchaser acknowledges that (x) none of Seller, the Company, the Company Subsidiaries or any other Person on behalf of Seller or the Company makes, or has made, any representation or warranty relating to itself or its business or otherwise in connection with this Agreement, the Share Purchase or the other transactions contemplated by this Agreement and Purchaser is not relying on any representation or warranty of any Person except for those expressly set forth in this Agreement, (y) no person has been authorized by Seller, the Company, the Company Subsidiaries or any other Person on behalf of Seller or the Company to make any representation or warranty relating to itself or its business or otherwise in connection with this Agreement and the Share Purchase, and if made, such representation or warranty shall not be relied upon by Purchaser as having been authorized by such entity and (z) any estimate, projection, prediction, data, financial information, memorandum, presentation or any other materials or information provided or addressed to Purchaser or any of its Representatives, including any materials or information made available to Purchaser in connection with presentations by Seller or the Company's management, are not and shall not be deemed to be or include representations or warranties. Purchaser acknowledges that it has conducted, to its satisfaction, its own independent investigation of the condition, operations and business of the Company and, in making its determination to proceed with the transactions contemplated by this Agreement, including the Share Purchase, Purchaser has relied solely on the results of its own independent investigation and the terms of this Agreement and has not relied directly or indirectly on any materials or information made available to Purchaser and/or its Representatives by or on behalf of Seller or the Company.

ARTICLE IV

Representations and Warranties of the Company

The Company represents and warrants to each of Purchaser and Seller that the statements contained in this Article IV are true and correct except (i) as set forth in the Company SEC Documents furnished or filed and publicly available after January 1, 2017 and prior to the date of this Agreement (the "Filed Company SEC Documents") (other than any disclosures contained in the "Risk Factors" or Forward Looking Statements" section of any such Filed Company SEC Document that do not reference specific facts or circumstances, any qualitative disclosures in the "Qualitative and Quantitative Disclosures About Market Risk" section of any such Filed Company SEC Document or any other disclosures that are generally predictive, cautionary or forward looking in nature); provided, however, that no disclosure in any Filed Company SEC Document shall modify, apply to or qualify the representations and warranties set forth in Section 4.02, 4.03 or 4.04 or the first sentence of Section 4.07, or (ii) as set forth in the disclosure letter delivered by the Company to Purchaser at or before the execution and delivery by the Company of this Agreement (the "Company Disclosure Letter"). The Company Disclosure Letter shall be arranged in numbered and lettered sections corresponding to the numbered and lettered sections contained in this Agreement, and the disclosure in any section or subsection shall be deemed to qualify any other section in this Agreement to the extent that it is reasonably apparent from the context or content of such disclosure that such disclosure also qualifies or applies to such other section or subsection.

Section 4.01. Organization, Standing and Power. Each of the Company and the Company Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized (in the case of good standing, to the extent such jurisdiction recognizes such concept), except in the case of the Company Subsidiaries where the failure to be so organized, exist or be in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each of the Company and the Company Subsidiaries has all requisite power and authority to conduct its businesses as presently conducted, except where the failure to have such power or authority, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect. Each of the Company and the Company Subsidiaries is duly qualified or licensed to do business in each jurisdiction where the nature of its business or the ownership or leasing of its properties make such qualification necessary, other than in such jurisdictions where the failure to be so qualified or licensed has not had and would not reasonably be expected to have a Company Material Adverse Effect. The Company has delivered or made available to Purchaser, prior to execution of this Agreement, true and complete copies of the restated certificate of incorporation of the Company in effect as of the date of this Agreement (the "Company Charter") and the amended and restated bylaws of the Company in effect as of the date of this Agreement (the "Company Bylaws"). The Company is not in violation of any of the provisions of the Company Charter or the Company Bylaws.

Section 4.02. Company Subsidiaries.

(a) All of the outstanding shares of capital stock or voting securities of, or other equity interests in, each Company Subsidiary have been validly issued and are fully paid and nonassessable and are owned by the Company, by a Company Subsidiary, by the Company and a Company Subsidiary or by multiple Company Subsidiaries, free and clear of all material Liens, excluding Permitted Liens, Liens permitted by the Securities Documents and any Liens with respect to conduit facilities or securitization indebtedness of the Company or any of the Company Subsidiaries, and free of any other material restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock, voting securities or other equity interests), except for restrictions imposed by applicable securities law and those with respect to securitization indebtedness or conduit facilities of the Company or any Company Subsidiary.

(b) Except for the capital stock and voting securities of, and other equity interests in, the Company Subsidiaries, none of the Company or any Company Subsidiary owns, directly or indirectly, any capital stock or voting securities of, or other equity interests in, or any interest convertible into or exchangeable or exercisable for, any capital stock or voting securities of, or other equity interests in, any Person, in each case, other than securities held for investment by the Company or the Company Subsidiaries in the ordinary course of business consistent with past practice in all material respects.

Section 4.03. Capital Structure. The authorized capital stock of the Company consists of 2,000,000,000 shares of Common Stock, and 300,000,000 shares of preferred stock, $0.01 par value, of the Company (the "Preferred Stock" and, together with the Common Stock, the "Capital Stock"). At the close of business on December 29, 2017, (i) 135,349,638 shares of Common Stock were issued and outstanding (of which 49,969 shares consisted of shares of Company Restricted Stock); (ii) no shares of Preferred Stock were issued and outstanding; (iii) 7,646,916 shares of Common Stock were reserved and available for the grant of future awards pursuant to the Company Stock Plan (not including unregistered shares that have been authorized under the Company Stock Plan); (iv) 166,440 shares of Common Stock were issuable upon the vesting or settlement of outstanding Company PSUs (assuming maximum performance is achieved); and (v) 1,096,685 shares of Common Stock were issuable upon the vesting or settlement of outstanding Company RSUs. Except as set forth in this Section 4.03(a), at the close of business on December 29, 2017, no shares of capital stock or voting securities of, or other equity interests in, the Company were issued, reserved for issuance or outstanding.

(b) All outstanding shares of Common Stock are, and, at the time of issuance, all such shares that may be issued upon the vesting or settlement of Company RSUs will be, duly authorized, validly issued, fully paid and nonassessable and not subject to, or issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the DGCL, the Company Charter, the Company Bylaws or any Contract to which the Company is a party or otherwise bound. Except as set forth above in Section 4.03(a), there are not issued, reserved for issuance or outstanding, and there are not any outstanding obligations of the Company or any Company Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, (x) any capital stock of the Company or any Company Subsidiary or any securities of the Company or any Company Subsidiary convertible into or exchangeable or exercisable for shares of capital stock or voting securities of, or other equity interests in, the Company or any Company Subsidiary, (y) any warrants, calls, options or other rights to acquire from the Company or any Company Subsidiary, or any other obligation of the Company or any Company Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, any capital stock or voting securities of, or other equity interests in, the Company or any Company Subsidiary or (z) any rights issued by, or other obligations of, the Company or any Company Subsidiary that are linked in any way to the price of any class of Capital Stock or any shares of capital stock of any Company Subsidiary, the value of the Company, any Company Subsidiary or any part of the Company or any Company Subsidiary or any dividends or other distributions declared or paid on any shares of capital stock of the Company or any Company Subsidiary. Except for acquisitions, or deemed acquisitions, of Common Stock or other equity securities of the Company in connection with (i) the withholding of Taxes in connection with the exercise, vesting or settlement of Company Stock Awards and (ii) forfeitures of Company Stock Awards, there are not any outstanding obligations of the Company or any of the Company Subsidiaries to repurchase, redeem or otherwise acquire any shares of capital stock or voting securities or other equity interests of the Company or any Company Subsidiary or any securities, interests, warrants, calls, options or other rights referred to in clause (x), (y) or (z) of the immediately preceding sentence. There are no debentures, bonds, notes or other Indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which the Company's stockholders may vote ("Company Voting Debt"). None of the Company or any of the Company Subsidiaries is a party to any voting agreement with respect to the voting of any capital stock or voting securities of, or other equity interests in, the Company. None of the Company or any of the Company Subsidiaries is a party to any agreement pursuant to which any Person is entitled to elect, designate or nominate any director of the Company or any of the Company Subsidiaries.

Section 4.04. Authority; Execution and Delivery; Enforceability. The Company has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. No corporate or stockholder proceedings on the part of the Company are necessary to authorize or adopt this Agreement or to permit Seller and Purchaser to consummate the Share Purchase and the other transactions contemplated by this Agreement. The Company has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by Purchaser and Seller, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms except, in each case, as enforcement may be limited by the Bankruptcy and Equity Exception.

Section 4.05. No Conflicts; Consents.

(a) The execution and delivery by the Company of this Agreement does not, and the performance by it of its obligations hereunder and the consummation of the Share Purchase and the other transactions contemplated by this Agreement will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or (solely with respect to clause (ii)) give rise to a right of termination, cancellation or acceleration of any obligation (other than pursuant to any Company Benefit Plan), any obligation to make an offer to purchase or redeem any capital stock or any loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of the Company under, any provision of (i) the Company Charter, the Company Bylaws or the comparable charter or organizational documents of any Company Subsidiary, (ii) any Contract to which the Company or any Company Subsidiary is a party or by which any of their respective properties or assets is bound or (iii) subject to the filings and other matters referred to in Section 4.05(b), as of the date hereof, to the Knowledge of the Company, any Permit, Judgment or Law, in each case, applicable to the Company or any Company Subsidiary or their respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(b) No Consent of or from, or registration, declaration, notice or filing made to or with, any Governmental Entity is required to be obtained or made by or with respect to the Company or any Company Subsidiary in connection with the execution and delivery of this Agreement or its performance of its obligations hereunder or the consummation of the Share Purchase and the other transactions contemplated by this Agreement, other than (i) the filing with the SEC of such reports under, and such other compliance with, the Exchange Act and the Securities Act, and the rules and regulations thereunder, as may be required in connection with this Agreement, the Share Purchase and the other transactions contemplated by this Agreement; (ii) (A) compliance with and filings under the HSR Act and (B) the filing of applications and notices with, and receipt of approvals, licenses or consents from, applicable state regulatory authorities governing consumer lending and insurance in the various states in which the Company or any Company Subsidiary operates; (iii) the filing of appropriate documents with the relevant authorities of the other jurisdictions in which Purchaser and the Company are qualified to do business; (iv) compliance with the NYSE rules and regulations; and (v) such other Consents, registrations, declarations, notices and filings that if not made or obtained, individually or in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect.

Section 4.06. SEC Documents; Undisclosed Liabilities.

(a) The Company has furnished or filed all reports, schedules, forms, statements and other documents (including exhibits and other information incorporated therein) required to be furnished or filed by the Company with the SEC since January 1, 2017 (such documents, together with any documents filed with the SEC during such period by the Company on a voluntary basis on a Current Report on Form 8-K, being collectively referred to as the "Company SEC Documents").

(b) Each Company SEC Document (i) at the time filed (or in the case of Company SEC Documents that are registration statements filed pursuant to the requirements of the Securities Act, as of their respective effective dates), complied in all material respects with the requirements of SOX and the Exchange Act or the Securities Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such Company SEC Document and (ii) did not at the time it was filed (or if amended or superseded by a filing or amendment or supplement prior to the date of this Agreement, then at the time of such filing or amendment or supplement) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the consolidated financial statements of the Company included in the Company SEC Documents complied at the time it was filed as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, was prepared in accordance with United States generally accepted accounting principles ("GAAP") (except, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly presented in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown (subject, in the case of unaudited statements, to the absence of footnote disclosure and to normal year-end audit adjustments).

(c) Except (i) as reflected or reserved against in the Company's consolidated balance sheet as of September 30, 2017 (or the notes thereto) (the "Balance Sheet") included in the Filed Company SEC Documents, (ii) for liabilities and obligations incurred in connection with or contemplated by this Agreement, (iii) for liabilities and obligations that have been incurred in the ordinary course of business consistent with past practice in all material respects since June 30, 2017 and (iv) for liabilities and obligations that have been discharged or paid in full in the ordinary course of business consistent with past practice in all material respects, none of the Company or any Company Subsidiary has any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) which are required to be recorded or reflected on a balance sheet, including the footnotes thereto, under GAAP, that, individually or in the aggregate, have had or would reasonably be expected to have a Company Material Adverse Effect. As of the date hereof, there are no (A) unconsolidated Subsidiaries of the Company, or (B) off-balance sheet arrangements to which the Company or any of the Company Subsidiaries is a party of any type required to be disclosed pursuant to Item 303(a)(4) of Regulation S-K promulgated under the Securities Act that have not been so described in the Company SEC Documents or any obligations of the Company or any of the Company Subsidiaries to enter into any such arrangements.

(d) Each of the principal executive officer of the Company and the principal financial officer of the Company (or each former principal executive officer of the Company and each former principal financial officer of the Company, as applicable) has made all applicable certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of SOX with respect to the Company SEC Documents.

(e) The Company maintains a system of "internal control over financial reporting" (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) reasonably designed to provide reasonable assurance (i) that transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP consistently applied, (ii) that transactions are executed only in accordance with the authorization of management and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Company's properties or assets.

(f) The "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) utilized by the Company are reasonably designed to ensure that all information (both financial and non-financial) required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and that all such information required to be disclosed is accumulated and communicated to the management of the Company, as appropriate, to allow timely decisions regarding required disclosure and to enable the chief executive officer and chief financial officer of the Company to make the certifications required under the Exchange Act with respect to such reports.

(g) None of the Company Subsidiaries is, or has at any time since July 1, 2016 been, subject to the reporting requirements of Section 13(a) or 15 (d) of the Exchange Act.

Section 4.07. Absence of Certain Changes or Events. Since September 30, 2017, there has not occurred any event, change or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect. From September 30, 2017 to the date of this Agreement, each of the Company and the Company Subsidiaries has conducted its respective business in the ordinary course of business consistent with past practice in all material respects.

Section 4.08. Taxes. Except for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect: The Company and the Company Subsidiaries have filed all federal, state, local and foreign Tax Returns required to be filed through the date hereof, subject to permitted extensions, and have paid all Taxes due, and no Tax deficiency has been determined adversely to the Company or any Company Subsidiary, nor does the Company have any Knowledge of any Tax deficiencies that have been, or could reasonably be expected to be asserted against the Company or any Company Subsidiary, except in each case for Taxes or deficiencies that are being contested in good faith in appropriate proceedings and for which adequate reserves have been established in accordance with GAAP.

Section 4.09. Employee Benefits.

(a) Except as would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect, (i) each Company Benefit Plan has been operated and administered in accordance with its terms and applicable Law (including ERISA and the Code), (ii) no prohibited transactions, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Company Benefit Plan excluding transactions effected pursuant to a statutory or administrative exemption, and (iii) each Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code is so qualified, and to the Knowledge of the Company, nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification. None of the Company or any Company Subsidiary has incurred, or reasonably expects to incur, any material liability under Title IV of ERISA (other than contributions of the Company Benefit Plans or premiums to the Pension Benefit Guaranty Corporation in the ordinary course and without default) in respect of a Company Benefit Plan or a "multiemployer plan," within the meaning of Section 4001(c)(3) of ERISA.

(b) Neither the execution or delivery of this Agreement nor the consummation of the Share Purchase or any other transaction contemplated hereby (either alone or in combination with another event) will or would reasonably be expected to (i) entitle any current or former director, officer or employee of the Company or any Company Subsidiary to any material payment or benefit; (ii) materially increase the amount or value of any benefit or compensation otherwise payable or required to be provided to any such current or former director, officer or employee; (iii) accelerate the time of payment or vesting of any material amounts due to any such current or former director, officer or employee; or (iv) result in any amounts payable or benefits provided to any such current or former director, officer or employee to fail to be deductible for federal income Tax purposes by virtue of Section 280G of the Code. None of the Company or any Company Subsidiary has any obligation to make a "gross-up" or similar payment in respect of any Taxes that may become payable under Section 4999 of the Code.

Section 4.10. Litigation. As of the date hereof, there is no suit, action or other proceeding pending or, to the Knowledge of the Company, threatened in writing against the Company or any Company Subsidiary or any of their respective properties or assets that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect, nor is there any Judgment outstanding against or, to the Knowledge of the Company, investigation by any Governmental Entity involving the Company or any Company Subsidiary or any of their respective properties or assets that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect.

Section 4.11. Compliance with Applicable Laws.

(a) Except as would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect, since July 1, 2016 through the date hereof, the business of the Company and the Company Subsidiaries has been conducted in accordance with all Laws applicable thereto. Except as would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect, since July 1, 2016 through the date hereof, the business of the Company and the Company Subsidiaries has at all times maintained and been in compliance with all Permits required by all Laws applicable thereto.

(b) The operations of the Company and the Company Subsidiaries are and have been conducted at all times in compliance with applicable (i) financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, (ii) money laundering statutes of all jurisdictions, and rules and regulations thereunder and (iii) related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any Governmental Entity involving the Company or Company Subsidiaries with respect to the Money Laundering Laws is pending or, to the Knowledge of the Company after reasonable inquiry, threatened.

(c) None of the Company or Company Subsidiaries nor, to the Knowledge of the Company after reasonable inquiry, any director, officer, agent or employee of the Company or Company Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority.

Section 4.12. Broker-Dealer. Neither the Company nor any Company Subsidiary is, or is required to be, registered, licensed or qualified as a broker or a dealer under the Exchange Act or the rules of the Financial Institution Regulatory Authority, Inc.

Section 4.13. Anti-Takeover Provisions.

(a) Assuming the accuracy of the representation contained in Section 3.06, no further action is required by the Company Board or any committee thereof or the stockholders of the Company to render inapplicable the provisions of Section 203 of the DGCL to the extent, if any, such Section would otherwise be applicable to this Agreement, the Share Purchase or the other transactions contemplated by this Agreement.

(b) There is no other "interested stockholder," "fair price," "moratorium," "control share acquisition," "supermajority," "affiliate transaction," "business combination statute or regulation" or other anti-takeover or similar statute or regulation, any takeover-related provision in the Company Charter or the Company Bylaws, or any stockholder rights plan or similar agreement applicable to Purchaser, this Agreement, the Share Purchase or the other transactions contemplated by this Agreement.

Section 4.14. Brokers' Fees and Expenses. No broker, investment banker, financial advisor or other Person, other than J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and Citigroup Global Markets Inc. (the "Company Financial Advisors"), the fees and expenses of which will be paid by Seller in accordance with Section 8.03, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Share Purchase or any of the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

Section 4.15. No Other Representations or Warranties. Except for the representations and warranties of Purchaser contained in Article III or in any certificate delivered by Purchaser to the Company (and notwithstanding the delivery or disclosure to the Company or its Representatives of any documentation, projections, estimates, budgets or other information), the Company acknowledges that (x) neither Purchaser nor any other Person on behalf of Purchaser makes, or has made, any representation or warranty relating to itself or its business or otherwise in connection with this Agreement, the Share Purchase or the other transactions contemplated by this Agreement, and the Company is not relying on any representation or warranty of Purchaser, except for those expressly set forth in this Agreement and (y) no person has been authorized by Purchaser or any other Person on behalf of Purchaser to make any representation or warranty relating to itself or its business or otherwise in connection with this Agreement and Share Purchase, and if made, such representation or warranty shall not be relied upon by the Company as having been authorized by such entity.

ARTICLE V

Covenants Relating to Conduct of Business

Section 5.01. Conduct of Business by the Company. Except (i) as set forth in the Company Disclosure Letter; (ii) as expressly permitted, expressly contemplated or expressly required by this Agreement; (iii) as required by applicable Law; or (iv) with the prior written consent of Purchaser (which shall not be unreasonably withheld, conditioned or delayed) from the date of this Agreement to the Closing Date, the Company shall, and shall cause each Company Subsidiary to, conduct the business of the Company and each Company Subsidiary in the ordinary course of business consistent with past practice in all material respects; provided, however, that no action or failure to take action with respect to matters specifically addressed by any of the provisions of the next sentence shall constitute a breach under this sentence unless such action or failure to take action would constitute a breach of such provision of the next sentence. In addition, and without limiting the generality of the foregoing, except (i) as set forth in Section 5.01 of the Company Disclosure Letter; (ii) as expressly permitted, expressly contemplated or expressly required by this Agreement; (ii) as required by applicable Law; or (iii) with the prior written consent of Purchaser (which shall not be unreasonably withheld, conditioned or delayed) from the date of this Agreement to the Closing Date, the Company shall not, and shall not permit any Company Subsidiary to, do any of the following:

(a) (i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock or property or any combination thereof) in respect of, any of its capital stock, other equity interests or voting securities, other than dividends and distributions by a direct or indirect wholly owned Company Subsidiary to its parent; (ii) split, reverse split, combine, consolidate, subdivide, reclassify or consummate or authorize any other similar transaction with respect to any of its capital stock, other equity interests or voting securities or securities convertible into or exchangeable or exercisable for capital stock or other equity interests or voting securities, or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for its capital stock, other equity interests or voting securities, other than as permitted by Section 5.01(d); or (iii) repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any capital stock or voting securities of, or equity interests in, the Company or any Company Subsidiary or any securities of the Company or any Company Subsidiary convertible into or exchangeable or exercisable for capital stock or voting securities of, or equity interests in, the Company or any Company Subsidiary, or any warrants, calls, options or other rights to acquire any such capital stock, securities or interests, except for acquisitions, or deemed acquisitions, of Common Stock or other equity securities of the Company in connection with (A) the withholding of Taxes in connection with the exercise, vesting and settlement of Company Stock Awards, and (B) forfeitures of Company Stock Awards;

(b) adopt a plan or agreement of complete or partial liquidation, dissolution, consolidation or reorganization of the Company or any Company Subsidiary;

(c) enter into any "poison pill" or similar stockholder rights plan that does not "grandfather" Purchaser as exempt from being a Person that can trigger such "poison pill" or such stockholder rights plan as a result of the transactions contemplated by this Agreement;

(d) issue, deliver, sell, grant, pledge, dispose, transfer or otherwise encumber or subject to any Lien (other than Liens imposed by applicable securities Laws) (or authorize the issuance, delivery, sale, grant, disposition, transfer, pledge or encumbrance of) (i) any shares of capital stock of the Company or any Company Subsidiary other than the issuance of Common Stock upon the exercise, vesting or settlement of Company Stock Awards in accordance with the terms thereof; (ii) any other equity interests or voting securities of the Company or any Company Subsidiary (including by way of entering into a Contract with respect to the voting or registration of such equity interests or voting securities); (iii) any securities convertible into or exchangeable or exercisable for capital stock or voting securities of, or other equity interests in, the Company or any Company Subsidiary; (iv) any warrants, calls, options or other rights to acquire any capital stock or voting securities of, or other equity interests in, the Company or any Company Subsidiary; (v) any rights issued by the Company or any Company Subsidiary that are linked in any way to the price of any class of Capital Stock or any shares of capital stock of any Company Subsidiary, the value of the Company, any Company Subsidiary or any part of the Company or any Company Subsidiary; or (vi) any Company Voting Debt;

(e) amend, modify or change the Company Charter, the Company Bylaws, or any other applicable governing instruments, except as may be required by Law or the rules and regulations of the SEC or the NYSE;

(f) directly or indirectly, in a single transaction or series of transactions, acquire, merge, consolidate, invest or agree to acquire, merge, consolidate or invest in any material equity interest in or material business of any Person (including entering into any joint venture, partnership or other similar arrangement) or material division thereof or any material properties or assets in excess of $250 million in the aggregate and except (i) acquisitions pursuant to Contracts in existence on the date of this Agreement; (ii) acquisitions with respect to transactions between the Company, on the one hand, and any wholly owned Company Subsidiary, on the other hand, or between wholly owned Company Subsidiaries; or (iii) repurchases of Loans as required by the terms of any Contract relating to the sale or securitization of Loans;

(g) except in relation to Liens to secure Indebtedness (and only to the extent such Indebtedness is otherwise permitted by this Section 5.01) for borrowed money, sell, lease (as lessor), license, mortgage, sell and leaseback or otherwise subject to any Lien (other than Permitted Liens), or otherwise dispose of, in a single transaction or series of transactions, any material properties or assets or any material interests therein other than (i) in the ordinary course of business consistent with past practice; (ii) pursuant to Contracts in existence on the date of this Agreement that are set forth in Section 5.01(g)(ii) of the Company Disclosure Letter; (iii) with respect to transactions between the Company, on the one hand, and any wholly owned Company Subsidiary, on the other hand, or between wholly owned Company Subsidiaries or (v) sales or securitizations of Loans in the ordinary course of business consistent with past practice (including any sales or securitizations of real estate Loans held by the Company or any Company Subsidiary);

(h) except for high-yield Indebtedness (provided that, the Company shall reasonably consult with Purchaser prior to incurring, or agreeing to incur, high-yield Indebtedness), borrowings related to asset-backed securities financings and borrowings in the ordinary course of business (including, for the avoidance of doubt, establishing new conduit facilities or adding or removing a bank or other financial institution from an existing conduit facility) consistent with past practice and except for intercompany loans between the Company and any of the Company Subsidiaries or between any of the Company Subsidiaries, incur Indebtedness or issue debt securities in excess of $200,000,000 in the aggregate, or modify in any material respect in a manner adverse to the Company the terms of any such Indebtedness or debt securities, or assume, guarantee or endorse the obligations of any Person (other than a Company Subsidiary), in each case, in excess of $200,000,000 in the aggregate, other than (i) Indebtedness or guarantees incurred in respect of letters of credit issued in the ordinary course of business, (ii) in replacement of Indebtedness for borrowed money existing on the date hereof on terms substantially consistent with or more favorable to the Company than the Indebtedness being replaced, (iii) guarantees incurred in compliance with this Section 5.01 by the Company of Indebtedness of Company Subsidiaries incurred in compliance with this Section 5.01 or (iv) any commodity, currency, sale or hedging agreements which can be terminated on ninety (90) days or less notice without penalty; provided that none of the foregoing shall have any prepayment, make-whole or similar penalties or provisions;

(i) except to the extent required by Law or the terms of any Company Benefit Plan outstanding on the date hereof in accordance with their terms on the date hereof: (i) grant any new or modify the existing severance benefits payable or to become payable to current or former directors or named executive officers of the Company or increase compensation or benefits of any such Person in a manner that would increase such Person's severance benefits, except for annual increases in compensation and benefits in the ordinary course of business consistent with past practices; (ii) hire or offer to hire a Chief Executive Officer or a Chief Financial Officer or terminate the Chief Executive Officer or Chief Financial Officer as of the date hereof (other than for "cause"); (iii) except in the ordinary course of business consistent with past practice, establish, adopt, enter into, terminate, modify, provide discretionary benefits under or amend any collective bargaining agreement, Company Benefit Plan (including any employment or severance, change in control, retention, individual consulting or similar agreement), or any employee benefit plan, agreement, arrangement, policy or program that would be a Company Benefit Plan if in effect on the date hereof (other than offer letters that provide for at-will employment without any severance, change in control benefits or employee benefits not broadly available to all employees) for newly hired employees; or (iv) take any action to amend or waive any performance or vesting criteria or accelerate vesting, exercisability or funding under any Company Benefit Plan except for amendments, waivers or accelerations that are *de minimis* to the Company and Company Subsidiaries, taken as a whole;

(j) enter into, terminate or amend any Contract or transaction or series of related transactions (including those set forth in Section 5.01(j) of the Company Disclosure Letter) with, make any material payment to, or settle, waive, assign or compromise any suit, action, or other proceeding pending or threatened in writing against, Seller or any current director, officer, or Affiliate of Seller (including, for the avoidance of doubt, Fortress Investment Group LLC or any of its Affiliates or any of its or their directors or officers);

(k) except to the extent such action would not reasonably be expected to adversely affect Purchaser, the Company or any Company Subsidiary in any material respect: change any material method of Tax accounting, make, change or revoke any material election with respect to Taxes (other than any entity classification election and other initial elections with respect to any newly formed entity), file any amended material Tax Return, settle or compromise any material Tax liability, enter into any closing agreement with respect to any material Tax, surrender any right to claim a material Tax refund or request any private letter ruling or similar ruling from any taxing authority, in each case other than in the ordinary course of business consistent with past practice in all material respects; or

(l) agree to take any of the foregoing actions.

Section 5.02. Conduct of Business by Seller. Seller, in its capacity as a shareholder of the Company, shall not vote in favor of any action that the Company is prohibited from taking pursuant to Section 5.01.

ARTICLE VI

Additional Agreements

Section 6.01. Access to Information; Confidentiality. Subject to applicable Law, the Company shall, and shall cause each of the Company Subsidiaries to, afford to Purchaser and to the Representatives of Purchaser reasonable access, upon reasonable advance notice, during the period prior to the Closing, to all their respective properties, books, contracts, loan tapes, commitments, personnel and records and, during such period, the Company shall, and shall cause each of the Company Subsidiaries to, furnish reasonably promptly to Purchaser (a) to the extent not publicly available, a copy of each report, schedule, registration statement and other document filed by it during such period pursuant to the requirements of federal or state securities laws or commission actions and (b) all other information concerning its business, properties and personnel as Purchaser may reasonably request (in each case, in a manner so as to not interfere in any material respect with the normal business operations of the Company or any Company Subsidiary); provided, however, that the Company shall not be required to permit such access or make such disclosure, to the extent it determines, after consultation with counsel, that such disclosure or access would reasonably be likely to (i) violate the terms of any confidentiality agreement or other Contract with a third party (provided that the Company shall use its commercially reasonable efforts to obtain the required consent of such third party to such access or disclosure, but in no event shall the Company be obligated to pay any amount of money to any Person to obtain the required consent of such third party to such access or disclosure); (ii) result in the loss of any attorney-client privilege (provided that the Company shall use its commercially reasonable efforts to allow for such access or disclosure (or as much of it as possible) in a manner that does not result in a loss of attorney-client privilege); or (iii) violate any Law (provided that the Company shall use its commercially reasonable efforts to provide such access or make such disclosure in a manner that does not violate Law). Notwithstanding anything herein to the contrary, the Company shall not be required to provide any access or make any disclosure to Purchaser pursuant to this Section 6.01 to the extent such access or information is reasonably pertinent to a litigation where the Company or any of its Affiliates, on the one hand, and Purchaser or any of its Affiliates, on the other hand, are adverse parties. All information exchanged pursuant to this Section 6.01 shall be subject to the confidentiality agreement, dated as of July 25, 2017, between Apollo Management VIII, L.P. and the Company (the "Confidentiality Agreement").

Section 6.02. Efforts to Consummate.

(a) Subject to the terms and conditions herein provided, each of Seller, Purchaser and the Company shall use their respective reasonable best efforts to reasonably promptly take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under this Agreement and applicable Laws to consummate and make effective as reasonably promptly as practicable after the date hereof the transactions contemplated by this Agreement, including: (i) preparing and filing with a Governmental Entity as reasonably promptly as practicable all necessary applications, notices, petitions, filings, ruling requests and other documents, and to obtain as reasonably promptly as practicable all Consents necessary or advisable to be obtained from any Governmental Entity, including pursuant to lending, consumer credit and insurer control requirements, in order to consummate the transactions contemplated by this Agreement (collectively, the "Governmental Approvals") (and Purchaser shall be responsible for all filing fees incident thereto) and (ii) subject to Section 6.02(e), as reasonably promptly as practicable taking all steps as may be necessary to obtain all such Governmental Approvals. In furtherance and not in limitation of the foregoing, each party hereto agrees to (A) make an appropriate and complete filing of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated hereby within 10 Business Days of the date of this Agreement, (B) make appropriate and complete filings to obtain all consents, authorizations or approvals of state regulatory authorities or commissions governing consumer lending and insurance in the various states in which the Company or any Company Subsidiary operates that are required to be made in order to consummate the transactions contemplated hereby as reasonably promptly as practicable (the "State Regulatory Approvals"), (C) make all other filings that are required to be made in order to consummate the transactions contemplated hereby pursuant to other Regulatory Laws or other applicable Laws with respect to the transactions contemplated hereby as reasonably promptly as practicable, and (D) not extend any waiting period under the HSR Act, or enter into any agreement with the Federal Trade Commission (the "FTC"), the United States Department of Justice (the "DOJ") or any other Governmental Entity not to consummate the transactions contemplated by this Agreement, except with the prior written consent of the Seller, the Purchaser or the Company (as the case may be) (which shall not be unreasonably withheld, conditioned or delayed). Seller, Purchaser and the Company shall supply, and shall cause their respective Affiliates to supply, as reasonably promptly as practicable, any additional information or documentation that may be requested pursuant to or in connection with the HSR Act, the State Regulatory Approvals, any other Regulatory Law or any other applicable Law (including, with respect to Purchaser and its Affiliates, (x) providing financial reports, certificates, legal opinions or other information, (y) making Representatives, members of senior management, control persons and any other Person requested pursuant to or in connection with the HSR Act, the State Regulatory Approvals, any other Regulatory Law or any other applicable Law, in each case, with appropriate seniority and expertise, available to participate in discussions or hearings and (z) providing personal information, including fingerprints, personal financial statements and securities holdings, of members of senior management and control persons (as determined by the applicable Governmental Entity) requested pursuant to or in connection with the HSR Act, the State Regulatory Approvals, any other Regulatory Law or any other applicable Law) and use its reasonable best efforts to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods under the HSR Act, any other Regulatory Law and any State Regulatory Approvals as soon as possible (including complying with any "second request" for information or similar request from a Governmental Entity pursuant to any Regulatory Laws or State Regulatory Approvals).

(b) In connection with the actions referenced in Section 6.02(a) to obtain all Governmental Approvals for the transactions contemplated by this Agreement under the HSR Act, the State Regulatory Approvals, any other Regulatory Laws or any other applicable Laws (collectively, the "Required Approvals"), Seller, Purchaser and the Company shall (i) cooperate in all respects with each other in connection with any communication, filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (ii) keep the other parties and/or their counsel promptly informed of any communication received by such party from, or given by such party to, the FTC, the DOJ or any other U.S. or other Governmental Entity and of any communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby; (iii) consult with each other in advance of any meeting or conference with the FTC, the DOJ or any other Governmental Entity or, in connection with any proceeding by a private party, with any other person, and to the extent permitted by the FTC, the DOJ or such other Governmental Entity or other person, give the other parties and/or their counsel the opportunity to attend and participate in such meetings and conferences; and (iv) permit the other parties and/or their counsel to review in advance any submission, filing or communication (and documents submitted therewith) intended to be given by it to the FTC, the DOJ or any other Governmental Entity; provided that (A) materials may be redacted to remove references concerning the valuation of the businesses of the Company and the Company Subsidiaries and (B) no party shall be required to disclose to the other party any of its or its Affiliates' confidential or competitively sensitive information, or any personally identifiable information, financial information or non-public information of any natural person (it being understood, in the event that the restriction in clause (B) of this Section 6.02(b) is implicated, information may be shared on an outside-counsel basis in accordance with the immediately following sentence). Seller, Purchaser and the Company may, as each deems advisable and necessary, reasonably designate any competitively sensitive material to be provided to the other under this Section 6.02(b) as "Antitrust Counsel Only Material" or "Regulatory Counsel Only Material." Such materials and the information contained therein shall be given only to the outside antitrust or regulatory counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials (Seller, Purchaser or the Company, as the case may be) or its legal counsel.

(c) In furtherance and not in limitation of the covenants of the parties contained in Sections 6.02(a) and 6.02(b), with respect to obtaining the Required Approvals, Purchaser shall, and shall cause its Affiliates to, take any and all steps not prohibited by Law to (i) avoid the entry of, or to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that would restrain, prevent or delay the Closing on or before the End Date, including defending (with sufficient time for resolution in advance of the End Date) through litigation on the merits any claim asserted in any court with respect to transactions contemplated by this Agreement, by the FTC, the DOJ or any other applicable Governmental Entity or any private party; and (ii) avoid or eliminate each and every impediment under any Regulatory Law so as to enable the Closing to occur as soon as possible (and in any event, no later than the End Date), including (x) proposing, negotiating, committing to and effecting, by consent decree, hold separate order, or otherwise, the sale, divestiture or disposition of (A) such businesses, product lines and assets of Purchaser, the Company and each of their respective Affiliates and (B) all or any portion of the Shares, and (y) otherwise taking or committing to take actions that after the Closing would limit Purchaser's, the Company's and/or their respective Affiliates' freedom of action with respect to, or their ability to operate and/or retain, one or more of the businesses, products lines or assets of Purchaser, the Company and/or their respective Affiliates (the actions contemplated by subclauses (x) and (y) of this clause (c), a "Divestiture Action"); provided, however, that (1) any Divestiture Action is conditioned upon the consummation of the transactions contemplated by this Agreement, (2) notwithstanding anything to the contrary herein or otherwise, in connection with any State Regulatory Approval only, neither Purchaser nor any of its Affiliates shall be obligated to take or refrain from taking or to agree to the Company or its Subsidiaries taking or refraining from taking any steps or action or to suffer to exist any condition, limitation, restriction or requirement that, individually or in the aggregate would or would reasonably be likely to result in a Burdensome Condition and (3) notwithstanding anything to the contrary herein or otherwise, Purchaser shall not, and shall not permit its Affiliates to, take or agree to take any Divestiture Action to the extent related to any business, product line or asset of the Company or the Company Subsidiaries without the prior written consent of the Company. A "Burdensome Condition" means, in connection with any State Regulatory Approval only, any condition, limitation or qualification imposed by a Governmental Entity on its grant of any consent, authorization, order, approval or exemption that a party seeks to obtain in connection with the transactions contemplated by this Agreement that, individually or together with all such conditions, limitations or qualifications, would or would reasonably be expected to have a material adverse effect on the business, results of operations or financial condition of Purchaser and its Subsidiaries (taken as whole) or the Sponsors (taken as a whole).For the avoidance of doubt (but subject to clause (3) of this Section 6.02(c)), in no event will Purchaser's and its Affiliates' obligations under this Section 6.02(c) be limited by any of the limitations on the obligations of the Company under Section 6.02(e).

(d) Notwithstanding anything to the contrary herein or otherwise, but subject to the obligations of Purchaser set forth in this Section 6.02 and the rights of the Company set forth in Section 6.02(e), (x) with respect to seeking any actions, non-actions, terminations or expiration of waiting periods, consents, approvals or waivers of any approval, consent, non-action or other waiver of any Governmental Entity primarily related to insurance or consumer lending in a state in which the Company or any Company Subsidiary operates that is required in connection with the consummation of the transactions contemplated by this Agreement, Purchaser shall reasonably cooperate with Seller and the Company in preparing applications, forms and other filings related thereto; provided that Purchaser shall take the lead in preparing and submitting applications, forms and other materials, preparing for and participating in proceedings and coordinate all other related activities, and (y) Purchaser shall solely be responsible, after consultation with Seller and the Company, to propose, negotiate, offer or commit to make or effect any divestitures, dispositions, or licenses of any assets, properties, products, rights, services or businesses, or to agree to any other remedy, requirement, obligation, condition or restriction (any such action, "Remedial Action") to resolve any Governmental Entity's objections to or concerns about the transactions contemplated by this Agreement; provided that, in connection with any State Regulatory Approvals, no Remedial Action shall be required to the extent it would or would be reasonably likely to result in a Burdensome Condition. Any Remedial Action required to be taken under this Agreement shall be taken by such time as is necessary to permit the Closing to occur prior to the End Date. Notwithstanding the foregoing, Purchaser shall not, and shall not permit its Affiliates or any of its direct or indirect investors (including the Sponsors) to, take or agree to take any Remedial Action to the extent related to any business, product line or asset of the Company or the Company Subsidiaries without the prior written consent of the Company. For the avoidance of doubt (but subject to the immediately preceding sentence), in no event will Purchaser's and its Affiliates' obligations under Section 6.02(c) and this Section 6.02(d) be limited by any of the limitations on the obligations of the Company under Section 6.02(e).

(e) In furtherance and not in limitation of the covenants of the parties contained in Sections 6.02(a) and 6.02(b), the Company shall use reasonable best efforts to assist Purchaser and its Affiliates in complying with their obligations under clauses (a)-(d) above; provided, that in no event will the Company or the Company Subsidiaries be required to take any actions that would have a more than *de minimis* impact on the Company and the Company Subsidiaries, taken as a whole.

(f) Each of Seller, Purchaser and the Company shall give prompt written notice to the other parties of (i) such party obtaining Knowledge of the occurrence, or failure to occur, of any event which occurrence or failure to occur has resulted in or would reasonably be expected to result in the failure to satisfy or be able to satisfy any of the conditions specified in Article VII, and such written notice shall specify the condition which has failed or will fail to be satisfied; (ii) any written notice from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement to the extent such consent is material to the Company and the Company Subsidiaries, taken as a whole; and (iii) any material written notice from any Governmental Entity in connection with the transactions contemplated by this Agreement; provided that the delivery of any notice pursuant to this Section 6.02(f) shall not limit or otherwise affect the remedies available hereunder to Seller, Purchaser or the Company.

(g) Each party shall be responsible for its out-of-pocket costs and expenses incurred in connection with its obligations under this Section 6.02; provided that, whether or not the Closing occurs, Seller shall promptly, upon request by the Company reimburse the Company for all such reasonable and documented out-of-pocket costs and expenses incurred thereby.

(h) Notwithstanding anything to the contrary herein or otherwise, nothing in this Agreement shall require Affiliates of Purchaser other than any Subsidiary of Purchaser to take any action with respect to any direct or indirect portfolio companies of investment funds advised or managed by one or more Affiliates of any Sponsor (other than, for the avoidance of doubt, Purchaser, the Company and their respective Subsidiaries), other than providing information with respect to or limiting information to any such portfolio company.

(i) The foregoing agreements in this Section 6.02 are made solely to facilitate the Closing and do not constitute a representation or admission that the transactions contemplated hereby, if consummated without any modification, would violate any Regulatory Law or that agreeing to any divestitures, hold separate conditions or other restrictions permitted herein or suggested by any Person or authority acting under any Regulatory Law would not be harmful to the parties.

Section 6.03. Transaction Litigation. Subject to entry into a customary joint defense agreement, the Company shall give Seller and Purchaser the opportunity to consult with the Company and participate in the defense or settlement of any stockholder litigation against the Company, any Company Subsidiary and/or their respective directors or officers (the "Company Parties") relating to the Share Purchase and the other transactions contemplated by this Agreement. The Company shall promptly notify Purchaser in writing of any such stockholder litigation, and shall keep Purchaser reasonably informed with respect to the status thereof, including by promptly informing and providing copies to Purchaser of all proceedings and material correspondence relating to such stockholder litigation. None of the Company, any Company Subsidiary or any Representative of the Company shall compromise, settle or come to an arrangement regarding any such stockholder litigation, in each case unless Seller and Purchaser shall have consented in writing (which consent shall not be unreasonably withheld, conditioned or delayed); provided that the Company may compromise, settle or come to an agreement regarding stockholder litigation made or pending against a Company Party, if each of the following conditions are met: (i) the resolution of all such litigation requires payment from the Company or any Company Subsidiary or Representatives in an amount not to exceed the amount set forth in Section 6.03 of the Company Disclosure Letter; (ii) the settlement provides for no injunctive or other non-monetary relief; (iii) the settlement provides that Seller, the Company and Purchaser and their respective Affiliates and its and their Representatives are released from all liability in connection therewith; and (iv) none of Purchaser, Seller, the Company, and their respective Affiliates and its and their Representatives are required to admit any wrongdoing or liability as part of the settlement.

Section 6.04. Public Announcements. Except with respect to any dispute between the parties regarding this Agreement or the transactions contemplated hereby, Purchaser, Seller and the Company shall provide an opportunity for the other parties to review and comment upon any press release or other public statements or any filings with any third party or any Governmental Entity (including any national securities exchange or interdealer quotation service) with respect to the transactions contemplated by this Agreement, including the Share Purchase, and shall not, and shall not permit any of their Affiliates to, issue any such press release or make any such public statement or filing prior to providing such opportunity to review and comment, except as such party may reasonably conclude may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system. The Company, Seller and Purchaser agree that the initial press release to be issued with respect to the transactions contemplated by this Agreement shall be in the form heretofore agreed to by the parties. Nothing in this Section 6.04 shall limit the ability of (i) any party hereto to make internal announcements to their respective employees that are consistent in all material respects with the prior public disclosures regarding the transactions contemplated by this Agreement or (ii) any Sponsor or any of its Affiliates to provide, without consulting with the Company or Seller, ordinary course communications regarding this Agreement and the transactions contemplated hereby to any of its existing or prospective general and limited partners, equity holders, members, managers, investors who are subject to customary confidentiality restrictions.

Section 6.05. Other Investors. Prior to the Closing, without the prior written consent of Seller, Purchaser shall not permit or agree to permit any Person other than the Sponsors and any other investor whose identity has been disclosed in writing to Seller prior to the execution of this Agreement and as set forth on Exhibit A to obtain any equity interests (or rights to obtain any equity interests) in Purchaser or any Person of which Purchaser is a direct or indirect Subsidiary (or enter into any arrangements with any such Person, including with respect to the management and/or ownership of Purchaser, the Company or any Company Subsidiaries), except as would not reasonably be expected to cause a significant delay in or impair the satisfaction of the conditions set forth in Section 7.01 and Section 7.03.

Section 6.06. No Transfer of Shares. Seller shall not sell, assign or otherwise transfer any of the Shares to any person other than Purchaser (other than a transfer of Shares to an Affiliate of Seller so long as such Affiliate agrees to transfer such Shares to Purchaser in accordance with the terms and conditions of this Agreement).

Section 6.07. Board Observer. Promptly following the date of this Agreement, Seller shall take all actions reasonably necessary to cause a representative (the "Board Observer") designated by Purchaser to be appointed as an Observer (as defined in the Existing Stockholders Agreement), to have the right to attend, strictly as an observer, all meetings of the Company Board (or any committees thereof) and to otherwise be granted the rights of an Observer under the Existing Stockholders Agreement. The Company consents to such appointment and shall provide the Board Observer with prior notice of all meetings of, and all information delivered to, the Company Board or any committee thereof at substantially the same time such notice or information is provided to the members of the Company Board, including all consents, minutes and other materials, financial or otherwise, which are provided to the Company Board; provided, that (i) the Company reserves the right to withhold any information and to exclude such Board Observer from any portion of any meeting if access to such information or attendance at such portion could reasonably be expected to (a) adversely affect the attorney-client privilege or work product protection, (b) violate any Law, (c) violate the terms of any confidentiality agreement or other Contract with a third party (provided that the Company shall use its commercially reasonable efforts to obtain the required consent of such third party to such access or disclosure, but in no event shall the Company be obligated to pay any amount of money to any Person to obtain the required consent of such third party to such access or disclosure), or (d) result in disclosure of any competitively sensitive information of the Company and (ii) the Board Observer will not be able to attend any meetings (or portions thereof) or obtain any information regarding this Agreement, the Share Purchase or the other transactions contemplated by this Agreement. Prior to Closing, the Company and Purchaser shall enter into a mutually agreeable confidentiality agreement and all information provided to or obtained by the Board Observer in its capacity as such or otherwise pursuant to this Section 6.07 shall be subject to such confidentiality agreement.

Section 6.08. Transfer Taxes. All real property transfer or gains, transfer, documentary, sales, use, excise, stock transfer, value-added, stamp, recording, registration and other similar Taxes, and any conveyance fees, recording charges and other fees and charges (including any penalties and interest) (such amounts, the "Transfer Taxes") imposed on the transactions contemplated by this Agreement shall be borne and paid equally by Seller and Purchaser. The party responsible under applicable Law for the filing of any Tax Return relating to any Transfer Tax shall file, or caused to be filed, any such Tax Return. The party responsible under applicable Law for the paying of any Transfer Tax shall timely pay, or caused to be paid, such Transfer Tax and, subject to the receipt of satisfactory evidence of payment thereof, the other party shall promptly reimburse the payor for its portion of such Transfer Tax as determined in accordance with this Section 6.08. If either party receives a refund, credit or other recovery of any such Transfer Tax, the recipient shall promptly pay to the other party such other party's portion of such refund, credit or other recovery as determined in accordance with this Section 6.08, net of any reasonable out-of-pocket costs and expenses. Seller and Purchaser shall use reasonable best efforts to obtain any available exemption from any Transfer Tax and shall cooperate with each other in good faith in providing any information that may be necessary to obtain such exemption. Seller and Purchaser shall cooperate in good faith in timely preparing and filing all necessary Tax Returns and other documentation with respect to all such Transfer Taxes.

Section 6.09. Director Appointments. The Company shall use its reasonable best efforts to cause the actions set forth in Exhibit C to be taken prior to the Closing Date and the Seller shall take such actions as are reasonably within its control to facilitate the foregoing. The Company shall consult with Purchaser and keep Purchaser reasonably informed of the progress of such actions, including by providing Purchaser with copies of all relevant resolutions of the Company Board effectuating such actions, as promptly as practicable following any meeting thereof.

Section 6.10. Indemnification, Exculpation and Insurance.

(a) Purchaser agrees that all rights to indemnification, advancement of expenses and exculpation from liabilities for acts or omissions occurring at or prior to the Closing Date now existing in favor of the current or former directors, officers or employees of the Company and the Company Subsidiaries as provided in their respective certificates of incorporation or bylaws (or comparable organizational documents) and any indemnification or other similar agreements of the Company or any of the Company Subsidiaries shall continue in full force and effect in accordance with their terms (it being agreed that after the Closing such rights shall be mandatory rather than permissive, if applicable), and Purchaser shall cause the Company and the Company Subsidiaries to perform its obligations thereunder.

(b) For a period of six years from and after the Closing Date, the Company shall either cause to be maintained in effect the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by the Company or the Company Subsidiaries or provide substitute policies for the Company and its current and former directors and officers who are currently covered by the directors' and officers' and fiduciary liability insurance coverage currently maintained by the Company, in either case, of not less than the existing coverage and having other terms not less favorable to the insured persons than the directors', officers' and employees' liability insurance and fiduciary liability insurance coverage currently maintained by the Company with respect to claims arising from facts or events that occurred on or before the Closing Date, except that in no event shall the Company be required to pay with respect to such insurance policies in respect of any one policy year more than 250% of the aggregate annual premium most recently paid by the Company prior to the date of this Agreement (the "Maximum Amount"), and if the Company is unable to obtain the insurance required by this Section 6.10(b), it shall obtain as much comparable insurance as possible for each year within such six-year period for an annual premium equal to the Maximum Amount.

(c) The provisions of this Section 6.10 (i) shall survive the consummation of the transactions contemplated by this Agreement, (ii) are intended to be for the benefit of, and will be enforceable by, each indemnified or insured party, his or her heirs and his or her Representatives and (iii) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by Contract or otherwise.

(d) In the event that the Company or any of its successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, the Company shall cause proper provision to be made so that the successors and assigns of the Company assume the obligations set forth in this Section 6.10.

ARTICLE VII

Conditions Precedent

Section 7.01. Conditions to Seller's and Purchaser's Obligations to Effect the Share Purchase. The respective obligation of each of Seller and Purchaser to effect the Share Purchase is subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(a) Regulatory Approvals.

(i) Any waiting period (and any extension thereof) applicable to the Share Purchase under the HSR Act shall have been terminated or shall have expired; and

(ii) each of the State Regulatory Approvals set forth on Section 7.01(a)(ii) of the Company Disclosure Letter shall have been obtained or a no objection or similar letter shall have been provided, in any case, without the imposition of a Burdensome Condition; provided, however, that Seller shall not be entitled to assert that the condition set forth in this Section 7.01(a)(ii) is not satisfied due to the imposition of any Burdensome Condition.

(b) No Legal Restraints. No applicable Law and no Judgment, preliminary, temporary or permanent, or other legal restraint or prohibition, and no binding order or determination by any Governmental Entity (collectively, the "Legal Restraints"), shall be in effect that (i) prevents, makes illegal, restrains, enjoins or prohibits the consummation of the Share Purchase and the other transactions contemplated hereby or (ii) imposes any Burdensome Condition; provided, however, that Seller shall not be entitled to assert that the condition set forth in this Section 7.01(b) is not satisfied due to the imposition of any Burdensome Condition.

Section 7.02. Conditions to Obligations of Seller. The obligations of Seller to consummate the Share Purchase are further subject to the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Purchaser contained in this Agreement (except for the representations and warranties contained in Sections 3.01, 3.02, and 3.04) shall be true and correct (without giving effect to any limitation as to "materiality" or "Purchaser Material Adverse Effect" set forth therein) at and as of the Closing Date as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except where the failure of such representations and warranties to be true and correct (without giving effect to any limitation as to "materiality" or "Purchaser Material Adverse Effect" set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Purchaser Material Adverse Effect and (ii) the representations and warranties of Purchaser contained in Sections 3.01, 3.02 and 3.04 shall be true and correct in all material respects at and as of the Closing Date as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date).

(b) Performance of Obligations of Purchaser. Purchaser shall have performed in all material respects all material obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) Purchaser Certificate. Purchaser shall have delivered to Seller a certificate, dated as of the Closing Date and signed by an executive officer, director or person holding similar position, certifying to the effect that the conditions set forth in Sections 7.02(a) and 7.02(b) have been satisfied.

(d) A&R Stockholders Agreement. The Company shall have delivered to Purchaser the A&R Stockholders Agreement.

Section 7.03. Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Share Purchase are further subject to the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Seller and the Company contained in this Agreement (except for the representations and warranties contained in Sections 2.01, 2.02, 2.04 and 2.05, the first sentence in each of Section 4.01 and 4.07, and Sections 4.02, 4.03, 4.04, 4.05, 4.13 and 4.14) shall be true and correct (without giving effect to any limitation as to "materiality", "Seller Material Adverse Effect" or "Company Material Adverse Effect" set forth therein) at and as of the Closing Date as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except where the failure of such representations and warranties to be true and correct (without giving effect to any limitation as to "materiality", "Seller Material Adverse Effect" or "Company Material Adverse Effect" set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Seller Material Adverse Effect (in the case of representations and warranties of Seller) or a Company Material Adverse Effect (in the case of representations and warranties of the Company); (ii) the representations and warranties of Seller contained in Sections 2.01, 2.02 and 2.05 and of the Company contained in the first sentence of Section 4.01 and Sections 4.02, 4.04, 4.05, 4.13 and 4.14 shall be true and correct in all material respects at and as of the Closing Date as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date); (iii) the representations and warranties of Seller contained in Section 2.04 and of the Company contained in the first sentence of Section 4.07 shall be true and correct in all respects at and as of the Closing Date as if made at and as of such time; and (iv) the representations and warranties of the Company contained in Section 4.03 shall be true and correct in all respects at and as of the Closing Date as if made at and as of such time (except for any failure to be so true and correct that is *de minimis* in nature).

(b) Performance of Obligations of Seller and the Company. Seller and the Company shall have performed in all material respects all material obligations required to be performed thereby under this Agreement at or prior to the Closing Date.

(c) Seller and Company Certificate. Each of Seller and the Company shall have delivered to Purchaser a certificate, dated as of the Closing Date and signed an executive officer, director or person holding similar positon of such party certifying to the effect that the conditions set forth in Sections 7.03(a) and 7.03 (b), insofar as they relate to representations and warranties made or material obligations required to be performed by the party delivering such certificate, have been satisfied.

(d) A&R Stockholders Agreement. The Company shall have delivered to Purchaser the A&R Stockholders Agreement.

ARTICLE VIII

Termination, Amendment and Waiver

Section 8.01. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of Seller and Purchaser;

(b) by either Seller or Purchaser:

(i) if the Share Purchase is not consummated on or before the End Date. The "End Date" shall mean the date that is seven (7) months following the date of this Agreement; provided that, if the Closing shall not have occurred prior to such date and all the conditions to Closing, other than the conditions set forth in Sections 7.01(a)(i) and 7.01(a)(ii) shall have been satisfied or shall be capable of being satisfied at such time, the End Date may be extended by either Seller or Purchaser on one occasion for a period of two (2) months by written notice to the other party no later than five (5) Business Days prior to the then existing End Date, and such date, as so extended, shall be the End Date; provided that the right to terminate this Agreement under this Section 8.01(b) shall not be available to any party whose breach of any provision of this Agreement, directly or indirectly, causes the failure of the Closing to be consummated by the End Date; or

(ii) if the condition set forth in Section 7.01(b)(i) or (ii) is not satisfied and the Legal Restraint giving rise to such non-satisfaction shall have become final and non-appealable; provided that the terminating party shall have complied with its obligations pursuant to Section 6.02;

(c) by Seller:

(i) if Purchaser has breached any representation, warranty, covenant or agreement contained in this Agreement, or if any representation or warranty of Purchaser has become untrue, in each case, such that the conditions set forth in Section 7.03(a) or Section 7.03(b) could not be satisfied as of the Closing Date; provided, however, that Seller may not terminate this Agreement pursuant to this Section 8.01(c)(i) unless any such breach or failure to be true has not been cured within 60 days after written notice by Seller to Purchaser informing Purchaser of such breach or failure to be true, except that no cure period shall be required for a breach which by its nature cannot be cured prior to the End Date; and provided, further, that Seller may not terminate this Agreement pursuant to this Section 8.01(c)(i) if Seller is then in breach of this Agreement in any material respect; or

(ii) if (1) the conditions to the obligations of Purchaser set forth in Sections 7.01 and 7.03 shall have been satisfied or, to the extent permitted, waived (other than those conditions that by their nature are to be satisfied at the Closing, which shall reasonably be expected to be satisfied at the Closing assuming, for this purpose, that the Closing Date were the date that valid notice of termination of this Agreement is delivered by Seller to Buyer pursuant to this Section 8.01(c)), (2) Seller has irrevocably confirmed in writing to Purchaser that all of the conditions to Seller's obligations under this Agreement set forth in Sections 7.01 and 7.02 (other than those conditions that by their nature are to be satisfied at the Closing, which shall reasonably be expected to be satisfied at the Closing assuming, for this purpose, that the Closing Date were the date that valid notice of termination of this Agreement is delivered by Seller to Buyer pursuant to this Section 8.01(c)) have been satisfied or will be waived and that Seller is irrevocably ready and, willing and able to proceed with the Closing, (3) Seller stood ready, willing and able to consummate the transactions contemplated by this Agreement during the entirety of the three business day period after the delivery of the notice contemplated by clause (2) and (4) Purchaser fails to comply with its obligations under Section 1.03 to consummate the Closing within such three business day period; or

(d) by Purchaser, if Seller or the Company has breached any representation, warranty, covenant or agreement contained in this Agreement, or if any representation or warranty of Seller or the Company has become untrue, in each case, such that the conditions set forth in Section 7.03(a) or Section 7.03(b), as the case may be, could not be satisfied as of the Closing Date; provided, however, that Purchaser may not terminate this Agreement pursuant to this Section 8.01(d) unless any such breach or failure to be true has not been cured within 60 days after written notice by Purchaser to Seller and the Company informing Seller and the Company of such breach or failure to be true, except that no cure period shall be required for a breach which by its nature cannot be cured prior to the End Date; and provided, further, that Purchaser may not terminate this Agreement pursuant to this Section 8.01(d) if Purchaser is then in breach of this Agreement in any material respect.

Section 8.02. Effect of Termination.

(a) In the event of termination of this Agreement by either Purchaser or Seller as provided in Section 8.01, this Agreement shall forthwith become void and have no force or effect, without any liability or obligation on the part of the Company, Purchaser or Seller or any direct or indirect equity holder, controlling person, partner, member, manager, stockholder, director, officer, employee, Affiliate, agent or other representative of such party or such party's Affiliates or its or any of the foregoing's successors or assigns), other than the final sentence of Section 6.01, this Section 8.02, Section 8.03 and Article IX, which provisions shall survive such termination; provided, however, that, subject to Section 9.10, no such termination shall relieve or release any party from any liability for any fraud or willful breach of any covenant, obligation or agreement set forth in this Agreement prior to such termination. For purposes of this Agreement, "willful breach" means a breach that is a consequence of an act or omission undertaken by the breaching party with the Knowledge that the taking of, or failure to take, such act would, or would reasonably be expected to, cause or constitute a material breach of this Agreement; it being acknowledged, and agreed, without limitation, that any failure by any party to consummate the Share Purchase and the other transactions contemplated hereby after the applicable conditions thereto have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, which conditions would be capable of being satisfied at such time) shall constitute a willful breach of this Agreement.

Section 8.03. Fees and Expenses.

(a) In the event the Closing occurs, Seller shall be responsible for all of the fees and expenses of the Company Financial Advisors that are incurred by the Company in connection with the Share Purchase to the extent the agreements pursuant to which such fees and expenses are payable have been provided to Seller by the Company prior to the date of this Agreement. Seller shall not be responsible for any fees or expenses of the Company Financial Advisors if the Closing does not occur, and shall not be responsible for any fees or expenses of the Company Financial Advisors in respect of any transactions other than the Share Purchase (including any previously considered transactions that preceded the Share Purchase). The Company shall not amend any engagement letter or similar agreement with any of the Company Financial Advisors in any manner that would increase the obligations of Seller under this Section 8.03 without the prior written consent of Seller.

(b) Except as specifically provided for herein, all fees and expenses incurred in connection with the Share Purchase and the other transactions contemplated by this Agreement shall be paid by the party incurring such fees or expenses, whether or not such transactions are consummated.

Section 8.04. Amendment. This Agreement may be amended by the parties at any time. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties; provided that any amendment that does not effect the rights, obligations or interests of the Company pursuant to this Agreement may be effected pursuant to an instrument in writing signed on behalf of Seller and Purchaser.

Section 8.05. Extension; Waiver. At any time prior to the Closing, the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties; (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any covenants and agreements contained in this Agreement; or (d) waive the satisfaction of any of the conditions contained in this Agreement; provided that a party may only waive matters that are for their benefit under this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

ARTICLE IX

General Provisions

Section 9.01. Survival. None of the representations and warranties of the Company in this Agreement or in any instrument delivered by or on behalf of the Company pursuant to this Agreement shall survive the Closing or the termination of this agreement pursuant to Section 8.01; provided that the representations and warranties of Seller set forth in Article II and the representations and warranties of Purchaser set forth in Article III shall survive the Closing until the first anniversary of the Closing Date. This Section 9.01 shall not limit Section 8.02 or any covenant or agreement of the parties that by its terms contemplates performance after the Closing.

Section 9.02. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally; (b) on the date sent if sent by facsimile or electronic mail (provided, however, that notice given by facsimile or email shall not be effective unless either (i) a duplicate copy of such facsimile or email notice is promptly given by one of the other methods described in this Section 9.02 or (ii) the receiving party delivers a written confirmation of receipt of such notice either by facsimile or email or any other method described in this Section 9.02); (c) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier; or (d) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(a) if to the Company, to:

OneMain Holdings, Inc.
601 NW 2nd Street
Evansville, Indiana 47708
Email: Jack.Erkilla@onemainfinancial.com
Attention: Jack R. Erkilla

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Email: joseph.coco@skadden.com
peter.serating@skadden.com
maxim.mayercesiano@skadden.com
Attention: Joseph A. Coco
Peter D. Serating
Maxim O. Mayer-Cesiano

(b) if to Purchaser, to:

c/o Apollo Management VIII, L.P.
9 West 57th Street, 43rd Floor
New York, New York 10019
Email: mmichelini@apollolp.com; lmedley@apollolp.com
Attention: Matthew Michelini; Laurie Medley

with a copy (which shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Email: pshwachman@sidley.com
dclivner@sidley.com
Attention: Perry Shwachman
Dan Clivner

(c) if to Seller, to:

FIG LLC
1345 Avenue of the America's
45th Floor
New York, New York 10065
Email: rnardone@fortress.com
Attention: Randal Nardone

with a copy (which shall not constitute notice) to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Email: DZoubek@cravath.com
KHallam@cravath.com
Attention: Damien R. Zoubek
O. Keith Hallam III

Section 9.03. Definitions. For purposes of this Agreement:

"A&R Stockholders Agreement" means the Amended and Restated Stockholders Agreement, dated as of the Closing Date, by and between the Company and Purchaser, substantially in the form attached hereto as Exhibit B.

"Action" means any suit, claim, action, proceeding, arbitration, mediation or investigation.

An "Affiliate" of any Person means another Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person (provided that other than in the case of the definition of "Purchaser Related Parties" or for purposes of Sections 3.06, 3.07, 6.01, 6.02 and 9.13, in no event shall Purchaser or any of its subsidiaries be considered an Affiliate of any portfolio company or investment fund affiliated with any Sponsor, nor shall any portfolio company or investment affiliated with any Sponsor be considered to be an Affiliate of Purchaser or any of its subsidiaries).

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking and savings and loan institutions are authorized or required by Law to be closed in New York City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Benefit Plan" means each "employee benefit plan" (as defined in Section 3(3) of ERISA) and each other employment, individual consulting, bonus, deferred compensation, incentive compensation, equity or equity-based award, stock purchase, retention, change in control, transaction bonus, severance or termination pay, hospitalization, medical, dental, vision, life insurance, disability or sick leave benefit, supplemental unemployment benefits, vacation, paid time off, flexible spending account, scholarship, profit-sharing, pension or retirement plan, program, agreement, policy or arrangement, in each case, (i) that is maintained, sponsored or contributed to by the Company or any Company Subsidiary, (ii) with respect to which the Company or any Company Subsidiary is a party, or (iii) to which the Company or any Company Subsidiary would reasonably be expected to have any material liability (including contingent liability); provided that in no event shall a Company Benefit Plan include any arrangement operated by a Governmental Entity.

"Company Board" means the Board of Directors of the Company.

"Company Material Adverse Effect" means any circumstance, occurrence, effect, change, event, development, action or omission that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise) or results of operations of the Company and the Company Subsidiaries, taken as a whole; provided, however, that any circumstance, occurrence, effect, change, event, development, action or omission arising from, in connection with or related to (except, in the case of clauses (a), (b), (c), (d), (e), (f) or (j) below, to the extent disproportionately affecting the Company and the Company Subsidiaries relative to other companies in the industries in which the Company and the Company Subsidiaries operate, in which case only the incremental disproportionate effect shall be taken into account): (a) conditions affecting the United States economy or any other national or regional economy or the global economy generally; (b) political conditions (or changes in such conditions) in the United States or any other country or region in the world, declared or undeclared acts of war, cyber-attacks, sabotage or terrorism, epidemics or pandemics (including any escalation or general worsening of any of the foregoing) or national or international emergency in the United States or any other country or region of the world occurring after the date hereof; (c) general changes in the financial, credit, banking or securities markets in the United States or any other country or region in the world (including any disruption thereof and any decline in the price of any market index) and including general changes or developments in or relating to currency exchange or interest rates; (d) changes required by GAAP or other accounting standards (or interpretations thereof); (e) changes in any Laws or other binding directives issued by any Governmental Entity (or interpretations thereof); (f) changes that are generally applicable to the industries in which the Company and the Company Subsidiaries operate; (g) any failure by the Company to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement or any decline in the market price or trading volume of the Common Stock (provided that the underlying causes of any such failure or decline may be considered in determining whether a Company Material Adverse Effect has occurred to the extent not otherwise excluded by another exception herein); (h) the negotiation, execution or delivery of this Agreement, the performance by any party hereto of its obligations hereunder or the public announcement (including as to the identity of the parties hereto) or pendency of the Share Purchase or any of the other transactions contemplated hereby including the impact thereof on relationships, contractual or otherwise with customers, suppliers on employees of the Company and the Company Subsidiaries (provided, that this clause (h) shall not apply (x) to any representation or warranty contained in this Agreement to the extent that it expressly purports to address the consequences resulting from the negotiation, execution, delivery, performance, consummation or public announcement of this Agreement, the Share Purchase or any of the other transactions contemplated hereby or (2) to the condition set forth in Section 7.03(a) to the extent related to the truth or accuracy of any such representation or warranty); (i) changes in the Company's credit rating (provided that the underlying causes of such decline may be considered in determining whether a Company Material Adverse Effect has occurred to the extent not otherwise excluded by another exception herein); (j) the occurrence of natural disasters, force majeure events or weather conditions adverse to the business being carried on by the Company and the Company Subsidiaries; (k) stockholder litigation arising from or relating to this Agreement or the Share Purchase; (l) any action expressly required by the terms of this Agreement, or with the prior written consent or at the direction of Purchaser; (m) any liability arising from any pending or threatened claim, suit, action, proceeding, investigation or arbitration disclosed to Purchaser in the Company Disclosure Letter; or (n) any comments or other communications by Purchaser of its intentions with respect to the Company or the business of the Company, shall not be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur.

"Company PSU" means a right to receive shares of Common Stock granted under the Company Stock Plan subject to the achievement of service-based and performance-based vesting conditions.

"Company Restricted Stock" means Common Stock granted under the Company Stock Plan that is subject to certain restrictions that lapse at the end of a specified period or periods.

"Company RSU" means a right to receive shares of Common Stock granted under the Company Stock Plan subject to the achievement of service-based vesting conditions.

"Company Stock Award" means each Company RSU, Company PSU and share of Company Restricted Stock.

"Company Stock Plan" means the OneMain Holdings, Inc. Amended and Restated 2013 Omnibus Incentive Plan.

"Company Subsidiary" means any Subsidiary of the Company.

"DGCL" means the General Corporation Law of the State of Delaware.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder. "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Existing Stockholders Agreement" means the Stockholders Agreement, dated as of October 15, 2013, between the Company (formerly Springleaf Holdings, Inc.) and Springleaf Financial Holdings, LLC.

"Indebtedness" means, with respect to any Person, without duplication, (i) all obligations of such Person for borrowed money, or with respect to deposits or advances of any kind to such Person, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all guarantees and arrangements having the economic effect of a guarantee of such Person of any other Indebtedness of any other Person, or (iv) reimbursement obligations under letters of credit, bank guarantees, and other similar contractual obligations entered into by or on behalf of such Person.

"Intellectual Property Rights" means all intellectual property rights of every kind and description throughout the world, including (i) patents, patent applications, invention disclosures and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof; (ii) trademarks, service marks, trade names, domain names, logos, slogans, trade dress, design rights and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing; (iii) copyrights and copyrightable subject matter; (iv) rights in computer programs (whether in source code, object code or other form), algorithms, databases, compilations and data; (v) trade secrets and all other confidential and proprietary information, ideas, know-how, inventions, processes, formulae, models and methodologies; (vi) all rights in the foregoing and in other similar intangible assets; (vii) all applications and registrations for the foregoing; and (viii) all rights and remedies against past, present and future infringement, misappropriation or other violation thereof.

The "Knowledge" of any Person that is not an individual means, with respect to any matter in question, (i) in the case of the Knowledge of the Company, the actual knowledge of the executive officers of the Company set forth in Section 9.03(a) of the Company Disclosure Letter and (ii) in the case of the Knowledge of Seller, the actual knowledge of the persons set forth in Section 9.03(b) of the Company Disclosure Letter.

"Letter Agreement" means the Letter Agreement, dated as of the date hereof, among Seller, the Company and Purchaser.

"Liens" means all pledges, liens, easements, rights-of-way, encroachments, restrictions, charges, mortgages, encumbrances and security interests.

"Loan" means a loan, line of credit or sales finance account.

"NYSE" means the New York Stock Exchange.

"Permitted Liens" means, collectively, (i) suppliers', mechanics', carriers', workmen's, legal hypothecs, repairmen's, materialmen's, warehousemen's, construction and other similar Liens arising or incurred by operation of law or otherwise incurred in the ordinary course of business consistent with past practice in all material respects; (ii) Liens for Taxes, utilities and other governmental charges that are not due and payable or which are being contested in good faith by appropriate proceedings and for which adequate accruals or reserves have been established in accordance with GAAP; (iii) requirements and restrictions of zoning, building and other applicable Laws and municipal bylaws, and development, site plan, subdivision or other agreements with municipalities that do not materially interfere with the business of the Company and the Company Subsidiaries as currently conducted; (iv) licenses or other grants of rights in Intellectual Property Rights; (v) statutory Liens of landlords for amounts not due and payable or which are being contested in good faith by appropriate proceedings; (vi) deposits made in the ordinary course of business consistent with past practice in all material respects to secure payments of worker's compensation, unemployment insurance or other types of social security benefits or the performance of bids, tenders, sales, contracts (other than for the repayment of Indebtedness), public or statutory obligations, and surety, stay, appeal, customs or performance bonds, or similar obligations arising in each case in the ordinary course of business consistent with past practice in all material respects; (vii) Liens in favor of customs and revenue authorities arising as a matter of law and in the ordinary course of business consistent with past practice in all material respects to secure payment of customs duties in connection with the importation of goods; (viii) Liens resulting from securities Laws; (ix) Liens incurred in the ordinary course of business consistent with past practice in all material respects in connection with any purchase money security interests, equipment leases or similar financing arrangements; (x) the reservations, limitations, rights, provisos and conditions, if any, expressed in any grant or permit from any Governmental Entity or any similar authority including those reserved to or vested in any Governmental Entity; and (xi) Liens that do not materially detract from the value of such property based upon its current use or interfere in any material respect with the current use, operation or occupancy by the Company or any Company Subsidiary of such property.

"Person" means any natural person, firm, corporation, partnership, company, limited liability company, trust, joint venture, association, Governmental Entity or other entity.

"Purchaser Material Adverse Effect" means, with respect to Purchaser, any circumstance, occurrence, effect, change, event or development that, individually or taken together with other circumstances, occurrences, effects, changes, events or developments, is or would be reasonably likely to prevent or materially impair, interfere with, hinder or delay the consummation of the Share Purchase or the other transactions contemplated by this Agreement.

"Purchaser Related Parties" means, collectively, (A) Purchaser, (B) the former, current and future equity holders, controlling persons, directors, officers, employees, agents, attorneys, financing sources, Affiliates, members, managers, general or limited partners, stockholders and assignees of Purchaser and (C) any portfolio company or investment fund affiliated with Apollo Global Management, LLC.

"Regulatory Efforts Letter Agreement" means the Letter Agreement, dated as of the date hereof, among Seller and the Sponsors.

"Regulatory Laws" means the HSR Act, the Sherman Antitrust Act of 1890, as amended, and the rules and regulations promulgated thereunder, the Clayton Act of 1914, as amended, and the rules and regulations promulgated thereunder, the Federal Trade Commission Act of 1914, as amended, and the rules and regulations promulgated thereunder, and any other federal, state and foreign statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

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

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Securities Documents" means the (i) Indenture, dated as of May 1, 1999, between Springleaf Finance Corporation (formerly American General Finance Corporation) and Wilmington Trust Company (successor trustee to Citibank, N.A.), as amended, supplemented, restated or otherwise modified as of the date hereof, (ii) Junior Subordinated Indenture, dated as of January 22, 2007, between Springleaf Finance Corporation (formerly American General Finance Corporation) and Deutsche Bank Trust Company Americas, as Trustee, (iii) Indentures, dated as of (x) May 29, 2013, (y) September 24, 2013, and (z) September 24, 2013, between Springleaf Finance Corporation and Wilmington Trust, National Association, as trustee, (iv) Indenture, dated as of December 3, 2014, by Springleaf Finance Corporation, OneMain Holdings, Inc. (formerly Springleaf Holdings, Inc.), as Guarantor, and Wilmington Trust, National Association and the First Supplemental Indenture thereto, dated as of December 3, 2014, the Second Supplemental Indenture thereto, dated as of April 11, 2016, and the Third Supplemental Indenture thereto, dated as of May 15, 2017, and (v) Indenture, dated as of December 11, 2014, among OneMain Financial Holdings, LLC (formerly OneMain Financial Holdings, Inc.), the guarantors from time to time party thereto, and The Bank of New York Mellon, as trustee, the First Supplemental Indenture thereto, dated as of May 15, 2015 and the Second Supplemental Indenture thereto, dated as of November 8, 2016.

"Seller Material Adverse Effect" means, with respect to Seller, any circumstance, occurrence, effect, change, event or development that, individually or taken together with other circumstances, occurrences, effects, changes, events or developments, is or would be reasonably likely to prevent or materially impair, interfere with, hinder or delay the consummation of the Share Purchase or the other transactions contemplated by this Agreement.

"SOX" means the Sarbanes-Oxley Act of 2002, as amended.

A "Subsidiary" of any Person means another Person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its Board of Directors or other governing person or body (or, if there are no such voting interests, more than 50% of the equity interests of which is owned directly or indirectly by such first Person).

"Tax Returns" means returns, reports, information statements, claims for refund, declarations of estimated Taxes and similar filings, including any schedule or attachment thereto and any amendment thereof, with respect to Taxes filed or required to be filed with the Internal Revenue Service or any other taxing authority.

"Taxes" means all federal, state, local, and foreign income, excise, gross receipts, gross income, ad valorem, profits, gains, property, capital, sales, transfer, use, payroll, employment, severance, withholding, franchise, value added and other taxes, customs, tariffs, imposts, levies, duties, fees or other like assessments or charges of any kind imposed by a Governmental Entity, in each case, in the nature of a tax, together with all interest, penalties and additions imposed with respect to such amounts.

"Treasury Regulation" means the regulations promulgated by the United States Department of the Treasury under the Code.

Section 9.04. Interpretation.

(a) When a reference is made in this Agreement to an Article, a Section or an Exhibit, such reference shall be to an Article, a Section or an Exhibit of or to this Agreement unless otherwise indicated. The table of contents, index of defined terms and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized term used in any Exhibit but not otherwise defined therein shall have the meaning assigned to such term in this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "hereto," "hereby," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "or" is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if." The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. All pronouns and any variations thereof refer to the masculine, feminine or neuter as the context may require. Any agreement, instrument or Law defined or referred to herein means such agreement, instrument or Law as from time to time amended, modified or supplemented, unless otherwise specifically indicated. References to a Person are also to its permitted successors and assigns. Unless otherwise specifically indicated, all references to "$" will be deemed references to the lawful money of the United States of America. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring by virtue of the authorship of any provisions of this Agreement.

Section 9.05. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as either the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party or such party waives its rights under this Section 9.05 with respect thereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 9.06. Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or by email with .pdf attachments, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 9.07. Entire Agreement; No Third-Party Beneficiaries. This Agreement, taken together with the Company Disclosure Letter, the Equity Commitment Letters, the Letter Agreement, the Regulatory Efforts Letter Agreement and the Confidentiality Agreement, (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Share Purchase and the other transactions contemplated by this Agreement and (b) this Agreement is not intended to confer upon any Person other than the parties any rights or remedies.

Section 9.08. GOVERNING LAW. THIS AGREEMENT, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE AND ANY ACTION OR PROCEEDING (WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE) ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER ANY APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS OF THE STATE OF DELAWARE.

Section 9.09. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties; provided, however, that Purchaser shall have the right, without the prior consent of Seller or the Company, to assign all or any portion of its rights, interests or obligations under this Agreement to any of its Affiliates or any affiliates of any Sponsor but no such assignment shall relieve Purchaser of its obligations under this Agreement; provided, further, that in no event shall Purchaser be permitted to assign this Agreement to any Person to the extent that, as a result of such assignment, either (a) any additional consent or approval of, or filing, declaration or registration with, any Governmental Entity would be required under this Agreement or in connection with the transactions contemplated hereby or (b) any delay would occur with respect to any consent or approval of, or filing, declaration or registration with, any Governmental Entity that otherwise is required to be made under this Agreement or in connection with the transactions contemplated hereby. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

Section 9.10. Specific Enforcement. The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that (a) the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement, including the right of a party to cause the other parties to consummate the Share Purchase and the other transactions contemplated hereby and the right of Seller to seek an injunction, specific performance or other equitable remedies in connection with enforcing Purchaser's obligation to cause the Equity Commitments to be funded and (b) the parties are entitled to enforce specifically the performance of terms and provisions of this Agreement in any court referred to in Section 9.11 below, without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy for any such breach.

Section 9.11. Jurisdiction; Venue. Each of the parties hereto irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any party or its Affiliates against any other party or its Affiliates shall be brought and determined in the Court of Chancery of the State of Delaware; provided that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court. Each of the parties hereby irrevocably submits to the jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason other than the failure to serve process in accordance with this Agreement, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 9.12. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, THE SHARE PURCHASE OR ANY OF THE OTHER TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) CERTIFIES THAT IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) CERTIFIES THAT IT MAKES SUCH WAIVER VOLUNTARILY AND (D) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.12.

Section 9.13. Non-recourse. Each party agrees, on behalf of itself and its Affiliates (and in the case of Seller, the Company, the Company Subsidiaries, and any of its or their respective former, current or future general or limited partners, stockholders, controlling Persons, managers, members, directors, officers, employees, Affiliates, representatives, agents or any their respective assignees or successors or any former, current or future general or limited partner, stockholder, controlling Person, manager, member, director, officer, employee, Affiliate, representative, agent, assignee or successor of any of the foregoing (collectively, the "Seller Related Parties"), and in the case of Purchaser, the Purchaser Related Parties), that all Actions, claims, obligations, liabilities or causes of action (whether in Contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil or any other theory or doctrine, including alter ego or otherwise) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate to: (a) this Agreement or any other agreement referenced herein or contemplated hereby or the transactions contemplated hereunder or thereunder, (b) the negotiation, execution or performance this Agreement or any other agreement referenced herein or contemplated hereby (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement or such other agreement), (c) any breach or violation of this Agreement or any other agreement referenced herein or contemplated hereby and (d) any failure of the transactions contemplated hereunder or under any other agreement referenced herein to be consummated, in each case, may be made only against (and are those solely of) the Persons that are expressly identified as parties to this Agreement and, in accordance with, and subject to the terms and conditions of this Agreement. In furtherance and not in limitation of the foregoing, and notwithstanding anything contained in this Agreement or any other agreement referenced herein or contemplated hereby or otherwise to the contrary, but subject to the other provisions of this Section 9.13, each party hereto covenants, agrees and acknowledges, on behalf of itself and its respective Affiliates (and in the case of Seller and the Company, the Seller Related Parties), that no recourse under this Agreement or any other agreement referenced herein or contemplated hereby or in connection with any transactions contemplated hereby or thereby shall be sought or had against any other Person, including any Seller Related Party, any Purchaser Related Party, and no other Person, including any Seller Related Party, any Purchaser Related Party, shall have any liabilities or obligations (whether in Contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil or any other theory or doctrine, including alter ego or otherwise) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with or related to the items in the immediately preceding clauses (a) through (d), it being expressly agreed and acknowledged that no personal liability or losses whatsoever shall attach to, be imposed on or otherwise be incurred by any of the aforementioned, as such, arising under, out of, in connection with or related to the items in the immediately preceding clauses (a) through (d), in each case, except for claims that Seller, the Company or Purchaser, as applicable, may assert (subject with respect to the following clauses (ii), in all respects to the limitations set forth in Section 8.02, Section 9.11 and this Section 9.13): (i) against any Person that is party to, and solely pursuant to the terms and conditions of, the (x) Confidentiality Agreement and (y) Regulatory Efforts Letter Agreement; (ii) against the equity providers for specific performance of their obligation to fund their committed portions of the Equity Financing (as defined in the Equity Commitment Letter) solely in accordance with, and pursuant to the terms and conditions of, the Equity Commitment Letter; or (iii) against Seller, the Company or Purchaser solely in accordance with, and pursuant to the terms and conditions of, this Agreement. Notwithstanding anything to the contrary herein or otherwise, no Seller Related Party or Purchaser Related Party shall be responsible or liable for any multiple, consequential, indirect, special, statutory, exemplary or punitive damages which may be alleged as a result of this Agreement any other agreement referenced herein or contemplated hereby or the transactions contemplated hereunder or thereunder, or the termination or abandonment of any of the foregoing.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Company, Purchaser and Seller have duly executed this Agreement, all as of the date first written above.

ONEMAIN HOLDINGS, INC.

By: _____
Name:
Title:

OMH HOLDINGS, L.P.

By: Apollo Uniform GP, LLC, its general partner
By: _____
Name:
Title:

SPRINGLEAF FINANCIAL HOLDINGS, LLC

By: _____
Name:
Title:

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Exhibit A

Permitted Investors

None.

Exhibit B

Form of A&R Stockholders Agreement

[Attached.]

Exhibit C

Director Appointments

1. By resolution of the Company Board, adopted as promptly as practicable following the date hereof, increase the size of the Company Board to nine (9) directors, effective immediately as of the Closing;

2. Cause the resignation of three (3) then-existing members of the Company Board effective immediately prior to the Closing;

3. As soon as reasonably practicable following the date hereof, cause the Nominating and Corporate Governance Committee of the Company Board to perform background checks on and evaluate eligibility for service on the Company Board for each of the six (6) individuals designated by Purchaser in accordance with Section 3.01(a) of the A&R Stockholders Agreement (each, an "Initial Purchaser Designee"), and to otherwise complete the director onboarding process with respect to each of the Initial Purchaser Designees (in each case, consistent with past practices of the Company Board with respect to new director onboarding and in sufficient time to allow such Initial Purchaser Designees to be appointed to the Company Board as of the Closing Date); and

4. Cause to be appointed to the Company Board each of the six (6) Initial Purchaser Designees, effective immediately upon the Closing, such that a nine (9)-member Company Board consisting of the six (6) Initial Purchaser Designees will be in place effective immediately as of the Closing.

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Section 3: EX-10.2 (EXHIBIT 10.2)

Exhibit 10.2

AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

BY AND AMONG

ONEMAIN HOLDINGS, INC.

AND

OMH HOLDINGS, L.P.

Dated as of [_____], 2018

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AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

THIS AMENDED AND RESTATED STOCKHOLDERS AGREEMENT (this "**Agreement**") is made as of [_____], 2018, by and between OMH Holdings, L.P., a Delaware limited partnership (the "**Acquisition Entity**") and OneMain Holdings, Inc., a Delaware corporation (the "**Company**"). Unless otherwise indicated, references to articles and sections shall be to articles and sections of this Agreement.

WHEREAS, the Company (f/k/a Springleaf Holdings, Inc.) and Springleaf Financial Holdings, LLC ("**SFH**") entered into that certain Stockholders Agreement dated as of October 15, 2013 (the "**Original Stockholders Agreement**");

WHEREAS, Acquisition Entity is a Permitted Transferee of SFH pursuant to the Original Stockholders Agreement and has acquired Common Stock (as hereinafter defined) held by SFH pursuant to that certain Share Purchase Agreement, dated as of January 3, 2018, by and among SFH, Acquisition Entity and the Company (the "**Purchase Agreement**");

WHEREAS, the Acquisition Entity is a holder of shares of Common Stock;

WHEREAS, Acquisition Entity and the Company wish to amend and restate the Original Stockholders Agreement in its entirety; and

WHEREAS, the Company has agreed to provide the registration rights and other rights set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Certain Defined Terms*. For purposes of this Agreement, the following terms shall have the following meanings:

"**Acquisition Entity**" shall have the meaning assigned to it in the preamble.

"**Actions**" shall have the meaning assigned to it in Section 5.01.

"**Affiliate**" shall have the meaning set forth in Rule 12b-2 promulgated under the Exchange Act; provided that no Stockholder shall be deemed an Affiliate of any other Stockholder solely by reason of any investment in the Company.

"**Agreement**" shall have the meaning assigned to it in the preamble.

A Person shall be deemed to "**Beneficially Own**" securities if such Person is deemed to be a "beneficial owner" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the date of this Agreement.

"**Board**" shall mean the board of directors of the Company.

"**Bylaws**" shall mean the bylaws of the Company, as may be amended and/or restated from time to time.

"**Certificate of Incorporation**" shall mean the certificate of incorporation of the Company, as may be amended and/or restated from time to time.

"**Commission**" shall mean the United States Securities and Exchange Commission or any successor agency.

"**Common Stock**" shall mean the Company's common stock, par value $0.01 per share, and any and all securities of any kind whatsoever of the Company which may be issued and outstanding on or after the date hereof in respect of, in exchange for, or upon conversion of shares of Common Stock pursuant to a merger, consolidation, stock split, stock dividend, recapitalization of the Company or otherwise.

"**Company**" shall have the meaning assigned to it in the preamble.

"**Company Securities**" shall mean (i) any Common Stock and (ii) any other securities of the Company entitled to vote generally in the election of directors of the Company.

"**Demand**" shall have the meaning assigned to it in Section 4.01(a).

"**Demand Registration**" shall have the meaning assigned to it in Section 4.01(a).

"**Disinterested Director Approval**" means the affirmative approval of at least a majority of the Independent Directors (or a special committee thereof) who are disinterested and independent under Delaware law as to the matter under consideration, duly obtained in accordance with the applicable provisions of the Company's organizational documents and Applicable Law.

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

"**Filings**" shall mean annual, quarterly and current reports and other documents filed or furnished by the Company or any Subsidiary of the Company under the Exchange Act; annual reports to stockholders, annual and quarterly statutory statements of the Company or any Subsidiary of the Company; and any registration statements, prospectuses documents filed or furnished by the Company or any of its Subsidiaries under the Securities Act (other than any registration statement, any Issuer Free Writing Prospectus, any prospectus or preliminary prospectus or any amendment thereof or supplement thereto to the extent that Section 5.02 of this Agreement applies).

"**FINRA**" shall mean the Financial Industry Regulatory Authority.

"**Form S-3**" shall have the meaning assigned to it in Section 4.03(a).

"**Free Writing Prospectus**" shall mean a free writing prospectus, as defined in Rule 405 under the Securities Act.

"**Independent Director**" means a director on the Board that qualifies as "independent" under the requirements of any applicable federal or state securities laws (including Rule 10A-3 under the Exchange Act) and the rules, regulations and listing standards promulgated by any national securities exchange on which the shares of Common Stock are traded.

"**Initial Public Offering**" shall mean the initial public offering of Common Stock pursuant to an effective registration statement under the Securities Act.

"**Inspectors**" shall have the meaning assigned to it in Section 4.05(a)(viii).

"**Issuer Free Writing Prospectus**" shall mean an issuer free writing prospectus, as defined in Rule 433 under the Securities Act.

"**Losses**" shall have the meaning assigned to it in Section 5.01.

"**Offering Expenses**" shall have the meaning assigned to it in Section 4.06(a).

"**Original Stockholders Agreement**" shall have the meaning assigned to it in the recitals.

"**Other Demanding Sellers**" shall have the meaning assigned to it in Section 4.02(b).

"**Other Proposed Sellers**" shall have the meaning assigned to it in Section 4.02(b).

"**Permitted Transferee**" shall mean, with respect to each Stockholder, (i) any other Stockholder, (ii) any of such Stockholder's Affiliates, (iii) in the case of any Stockholder, (A) any member or general or limited partner of such Stockholder (including any member of the Acquisition Entity), (B) any corporation, partnership, limited liability company or other entity that is an Affiliate of such Stockholder or any member, general or limited partner of such Stockholder (collectively, "**Stockholder Affiliates**"), (C) any investment funds managed directly or indirectly by such Stockholder or any Stockholder Affiliate (a "**Stockholder Fund**"), (D) any general or limited partner of any Stockholder Fund, (E) any managing director, general partner, director, limited partner, officer or employee of any Stockholder Affiliate, or any spouse, lineal descendant, sibling, parent, heir, executor, administrator, testamentary trustee, legatee or beneficiary of any of the foregoing persons described in this clause (E) (collectively, "**Stockholder Associates**") or (F) any trust, the beneficiaries of which, or any corporation, limited liability company or partnership, the stockholders, members or general or limited partners of which, consist solely of any one or more of such Stockholder, any general or limited partner of such Stockholder, any Stockholder Affiliates, any Stockholder Fund, any Stockholder Associates, their spouses or their lineal descendants and (iv) any other Person that acquires shares of Common Stock from such Stockholder other than pursuant to a Public Offering and that agrees to become party to or be bound by this Agreement.

"**Person**" shall mean any individual, firm, corporation, partnership, limited liability company or other entity, and shall include any successor (by merger or otherwise) of such entity.

"**Piggyback Notice**" shall have the meaning assigned to it in Section 4.02(a).

"**Piggyback Registration**" shall have the meaning assigned to it in Section 4.02(a).

"**Piggyback Seller**" shall have the meaning assigned to it in Section 4.02(a).

"**Public Offering**" shall mean an offering of equity securities of the Company pursuant to an effective registration statement under the Securities Act, including an offering in which Stockholders are entitled to sell Common Stock pursuant to the terms of this Agreement.

"**Purchase Agreement**" shall have the meaning assigned to it in the recitals.

"**Records**" shall have the meaning assigned to it in Section 4.05(a)(viii).

"**Registrable Amount**" shall mean a number of shares of Common Stock equal to 1% of the Common Stock issued and outstanding immediately after the consummation of the Initial Public Offering.

"**Registrable Securities**" shall mean any Common Stock currently owned or hereafter acquired by any Stockholder. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (x) a registration statement registering such securities under the Securities Act has been declared effective and such securities have been sold or otherwise transferred by the holder thereof pursuant to such effective registration statement or (y) such securities are sold in accordance with Rule 144 (or any successor provision) promulgated under the Securities Act.[1]

"**Registration Expenses**" shall have the meaning assigned to it in Section 4.06(a).

"**Representatives**" shall mean, as applied to a Person, such Person's directors, officers, employees, agents, attorneys, accountants, consultants, bankers, financial advisors and other advisors.

"**Requesting Stockholder**" shall have the meaning assigned to it in Section 4.01(a).

[1] **Note to Draft**: To address any Common Stock held by SFH to the extent not purchased by the Acquisition Entity.

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

"**Selling Holders**" shall have the meaning assigned to it in Section 4.05(a)(i).

"**SFH**" shall have the meaning assigned to it in the recitals.

"**Shelf Notice**" shall have the meaning assigned to it in Section 4.03(a).

"**Shelf Registration Effectiveness Period**" shall have the meaning assigned to it in Section 4.03(c).

"**Shelf Registration Statement**" shall have the meaning assigned to it in Section 4.03(a).

"**Shelf Underwritten Offering**" shall have the meaning assigned to it in Section 4.03(f).

"**Stockholders**" shall mean (i) the Acquisition Entity and (ii) each Permitted Transferee who becomes a party to or bound by the provisions of this Agreement in accordance with the terms hereof or a Permitted Transferee thereof who is entitled to enforce the provisions of this Agreement in accordance with the terms hereof, in each case of clauses (i) and (ii) to the extent that the Acquisition Entity and its Permitted Transferees, together, hold of record or Beneficially Own at least a Registrable Amount.

"**Subsidiary**" shall mean with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person, (ii) any other partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity or otherwise has control over such entity (e.g., as the managing partner of a partnership), or (iii) which would be considered subsidiaries of such Person within the meaning of Regulation S-K or Regulation S-X.

"**Suspension Period**" shall have the meaning assigned to it in Section 4.03(d).

"**Transaction Agreement Signing Date**" means January 3, 2018.

"**Underwriting Agreement**" shall mean any underwriting agreement between the Company and the underwriters named therein.

"**Underwritten Offering**" shall mean a sale of securities of the Company to an underwriter or underwriters for reoffering to the public.

"**Voting Power of the Company**" shall mean the voting power of the then issued and outstanding capital stock of the Company entitled to vote in the election of directors of the Company.

Section 1.02. *Construction*. For the purposes of this Agreement (i) words (including capitalized terms defined herein) in the singular shall be held to include the plural and vice versa and words (including capitalized terms defined herein) of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article and Section references are to Articles and Sections of this Agreement, unless otherwise specified, (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," (iv) all references to any period of days shall be deemed to be to the relevant number of calendar days unless otherwise specified and (v) all references herein to "$" or dollars shall refer to United States dollars, unless otherwise specified.

ARTICLE 2
TRANSFER

Section 2.01. *Binding Effect on Transferees*. A Permitted Transferee shall become a Stockholder hereunder, without any further action by the Company, following a transfer by a Stockholder of Company Securities to such Permitted Transferee upon the execution by such Permitted Transferee of a joinder providing that such Person shall be bound by and shall fully comply with the terms of this Agreement (including the provisions of Article 4 with respect to the Company Securities being transferred to such transferee).

Section 2.02. *Additional Purchases*. Any Company Securities owned by a Stockholder on or after the date of this Agreement shall have the benefit of and be subject to the terms and conditions of this Agreement.

Section 2.03. *Charter Provisions*. The parties hereto shall use their respective reasonable efforts (including voting or causing to be voted all of the Company Securities held of record by such party or Beneficially Owned by such party by virtue of having voting power over such Company Securities) so as to cause no amendment to be made to the Certificate of Incorporation or Bylaws as in effect as of the date of this Agreement in a manner that would (a) add restrictions to the transferability of the Company Securities by the Acquisition Entity or its Permitted Transferees who remain a "Stockholder" (as such term is used herein) at the time of such an amendment, which restrictions are beyond those then provided for in the Certificate of Incorporation, this Agreement or applicable securities laws or (b) nullify any of the rights of the Acquisition Entity or its Permitted Transferees who remain a "Stockholder" (as such term is used herein) at the time of such amendment, which rights are explicitly provided for in this Agreement, unless, in each such case, such amendment shall have been approved by such Stockholder.

Section 2.04. *Legend*. Any certificate representing Company Securities issued to a Stockholder shall be stamped or otherwise imprinted with a legend in substantially the following form:

"The shares represented by this certificate are subject to the provisions contained in the Amended and Restated Stockholders Agreement, dated as of [_____], 2018, by and among OneMain Holdings, Inc. and the stockholder of OneMain Holdings, Inc. described therein."

The Company shall make customary arrangements to cause any Company Securities issued in uncertificated form to be identified on the books of the Company in a substantially similar manner.

Section 2.05. *Disinterested Director Approval of Certain Transfers*. Prior to the second anniversary of the Transaction Agreement Signing Date, no Stockholder shall, without Disinterested Director Approval, transfer (or enter into an agreement to transfer) record or beneficial ownership of any Company Securities to a Person or group (as defined in Section 13(d)(3) of the Exchange Act); provided, however, that, for the avoidance of doubt, this Agreement shall not limit direct or indirect transfers among the Acquisition Entity and its Affiliates.

ARTICLE 3
BOARD OF DIRECTORS

Section 3.01. *Board*. (a) For so long as this Agreement is in effect, the Company and each Stockholder shall take all reasonable actions within their respective control (including voting or causing to be voted all of the Company Securities held of record by such Stockholder or Beneficially Owned by such Stockholder by virtue of having voting power over such Company Securities and, with respect to the Company, as provided in Section 3.01(c) and Section 3.01(d)) so as to cause to be elected to the Board, and to cause to continue in office, subject to Section 3.01(f), nine directors, at any given time:

(i) a number of directors equal to a majority of the Board, plus one director, shall be individuals designated by the Acquisition Entity, for so long as the Stockholders, together, have Beneficial Ownership of at least 33% of the Voting Power of the Company, provided that if this clause (i) is applicable, at least a majority of the Board shall be Independent Directors;

(ii) a number of directors equal to a majority of the Board, minus one director, shall be individuals designated by the Acquisition Entity, for so long as the Stockholders, together, have Beneficial Ownership of less than 33% but at least 20% of the Voting Power of the Company, provided that if the Board consists of six or fewer directors, then the Acquisition Entity shall have the right to designate a number of directors equal to two directors;

(iii) a number of directors (rounded up to the nearest whole number) that would be required to maintain the Acquisition Entity's proportional representation on the Board shall be individuals designated by the Acquisition Entity, for so long as the Stockholders, together, have Beneficial Ownership of less than 20% but at least 10% of the Voting Power of the Company, provided that if the Board consists of six or fewer directors, then the Acquisition Entity shall have the right to designate a number of directors equal to two directors; and

(iv) a number of directors (rounded up to the nearest whole number) that would be required to maintain the Acquisition Entity's proportional representation on the Board shall be individuals designated by the Acquisition Entity, for so long as the Stockholders, together, have Beneficial Ownership of less than 10% but at least 5% of the Voting Power of the Company, provided that if the Board consists of six or fewer directors, then the Acquisition Entity shall have the right to designate a number of directors equal to one director.

(b) If the Acquisition Entity notifies the Stockholders of its desire to remove, with or without cause, any director previously designated by it, the Stockholders shall vote or cause to be voted all of the shares of Company Securities held of record by such Stockholders or Beneficially Owned by such Stockholders by virtue of having voting power over such Company Securities and the Company and the Stockholders shall take all other reasonable actions within their control to cause the removal of such director. No Stockholder shall take any action to remove, or vote in favor of the removal, from the Board of any of the three (3) directors set forth on Schedule 3.01 prior to the expiration of the term set forth next to each director's name on Schedule 3.01, in each case other than for cause.

(c) The Company agrees to include in the slate of nominees recommended by the Board those persons designated by the Acquisition Entity in accordance with Section 3.01(a) and to use its reasonable best efforts to cause the election of each such designee to the Board, including nominating such designees to be elected as directors, in each case subject to applicable law.

(d) In the event that a vacancy is created at any time by the death, disability, retirement, resignation or removal of any director who is designated by the Acquisition Entity in accordance with Section 3.01(a), the Company agrees to take at any time and from time to time all actions necessary to cause the vacancy created thereby to be filled as promptly as practicable by a new designee of the Acquisition Entity. In the event that the size of the Board is expanded to more than nine directors, the Company agrees to take at any time and from time to time all actions necessary to cause the Board to continue to have the number of the Acquisition Entity's designees that corresponds to the requirements of Section 3.01(a).

(e) In the event that at any time the number of directors entitled to be designated by the Acquisition Entity pursuant to Section 3.01(a) decreases, the Acquisition Entity and its Permitted Transferees who have become Stockholders shall take reasonable actions to cause a sufficient number of designated directors to resign from the Board at or prior to the end of such designated director's term such that the number of designated directors after such resignation(s) equals the number of directors the Acquisition Entity would have been entitled to designate pursuant to Section 3.01(a). Any vacancies created by such resignation may remain vacant until the next annual meeting of stockholders or filled by a majority vote of the Board. Notwithstanding the foregoing, such designated director(s) need not resign from the Board at or prior to the end of such director's term if the Company's nominating committee recommends the nomination of such director(s) for election at the next annual meeting coinciding with the end of such director's term, or otherwise (and for the avoidance of doubt, such director shall no longer be considered a designee of the Acquisition Entity).

(f) The size of the Board shall not be decreased from nine directors without approval of the Independent Directors.

Section 3.02. *Committees*. For so long as this Agreement is in effect, the Company shall take all reasonable actions within its control at any given time so as to cause to be appointed to any committee of the Board a number of directors designated by the Acquisition Entity that is up to the number of directors that is proportionate (rounding up to the next whole director) to the representation that the Acquisition Entity is entitled to designate to the Board under this Agreement, to the extent such directors are permitted to serve on such committees under the applicable rules of the Commission and the New York Stock Exchange ("**NYSE**") or by any other applicable stock exchange. It is understood by the parties hereto that the Acquisition Entity shall not be required to have its directors represented on any committee and any failure to exercise such right in this section in a prior period shall not constitute any waiver of such right in a subsequent period.

Section 3.03. *Observers*. For so long as the Stockholders, together, have Beneficial Ownership of at least 10% of the Voting Power of the Company, the Acquisition Entity shall have the right to appoint three non-voting representatives (the "**Observers**") to attend (at each Observer's sole option, in person or telephonically) all meetings of the Board (and all committees thereof other than the compensation and audit committees), to change the Observers so appointed at any time and, upon the resignation of an Observers for any reason, to reappoint another Observer. In addition, the Company shall provide the Observers with copies of all notices, consents, resolutions, minutes or other written materials provided to the Board (and to any committee thereof other than the compensation and audit committees) at the same time and in the same manner such materials are circulated to the Board (and to any committee thereof other than the compensation and audit committees); provided that each Observer shall execute and deliver to the Company a confidentiality agreement substantially in a form reasonably satisfactory to the Company prior to receiving such information; provided, further, that an Observer may share all information received or observed in his or her capacity as an Observer with the Acquisition Entity and its equityholders, including their advisors. Any action taken by the Board at any meeting will not be invalidated by the absence of an Observer at such meeting.

Section 3.04. *Related Party Transactions*. For as long as the Stockholders, together, have Beneficial Ownership of at least 20% of the Voting Power of the Company, the following actions shall require Disinterested Director Approval: (a) any transaction or series of transactions between any Stockholder or any of its Affiliates, on the one hand, and the Company or any of its Subsidiaries, on the other hand, that could reasonably be expected to have a value in excess of $30,000,000 (other than ordinary course purchases of asset-backed securities from the Company or any of its Subsidiaries on arms-length, market terms in an amount not exceeding $500,000,000 in any transaction), (b) any enforcement or waiver of the rights of the Company or any of its Subsidiaries under any agreement between the Company or any of its Subsidiaries, on the one hand, and any Stockholder or any of its Affiliates, on the other hand, and (c) any management, monitoring, service, transaction or other similar fee payable to any Stockholder or any of its Affiliates.

Section 3.05. *Standstill*.

(a) Each Stockholder agrees that during the Standstill Period (as defined below), it shall not, and shall cause its Affiliates (to the extent any such Affiliate has received confidential information regarding the Company or any of its Subsidiaries or is otherwise acting in concert with such Stockholder or its Affiliates that have received such confidential information) (such affiliates, "**Controlled Affiliates**"), and shall direct its Representatives acting at its direction, and shall cause its Affiliates' Representatives acting at such Affiliates' direction, not to, directly or indirectly as part of a "group" (as such term is applied under Section 13(d) of the Exchange Act), effect, or enter into any agreement to effect, (i) any acquisition of (or obtaining any right to direct the voting or disposition of) any Company Securities, or rights or options to acquire (or obtain any right to direct the voting or disposition of) any Company Securities (including any derivative securities), in each case, whether or not any of the foregoing may be acquired or obtained immediately or only after the passage of time or upon the satisfaction of one or more conditions pursuant to any agreement, arrangement or understanding or otherwise or (ii) any tender or exchange offer, consolidation, business combination, acquisition, merger or other extraordinary transaction involving the Company or a material portion of the assets of the Company, in each case without Disinterested Director Approval; provided, however, that (x) subject to Section 3.04, for the avoidance of doubt, this Agreement shall not limit the purchase of non-convertible debt securities of the Company, any of the Company's Subsidiaries or any of their respective successors by any Stockholder or any of any Stockholder's Affiliates or Permitted Transferees; and (y) after the date that is six (6) months from the date of the Closing (as defined in the Purchase Agreement), the Stockholders may purchase additional shares of Common Stock representing up to a maximum aggregate Beneficial Ownership (including for the avoidance of doubt all shares purchased pursuant to the Purchase Agreement) of 52% of the Voting Power of the Company; provided, further that the six (6) month period in clause (y) shall not apply to any purchase by the Stockholders from AIG Capital Corporation ("**AIG**") (either directly or indirectly through SFH) of all or a portion of the 4,179,678 shares of Common Stock Beneficially Owned by AIG on the date of the signing of the Purchase Agreement. For purposes of this Agreement, the "**Standstill Period**" shall mean the period beginning on the date of this Agreement and ending on the earlier of (i) two (2) years from the Transaction Agreement Signing Date and (ii) such time as the Stockholders, together, have Beneficial Ownership of less than 20% of the Voting Power of the Company.

(b) Without limiting paragraph (a) above, until the third anniversary of the Transaction Agreement Signing Date, each Stockholder agrees that it shall not, and shall cause each of its Affiliates not to, directly or indirectly, alone or in concert with any other Person, engage in any "Rule 13e-3 transaction" as defined in Rule 13e-3 under the Exchange Act without Disinterested Director Approval.

ARTICLE 4
REGISTRATION RIGHTS

Section 4.01. *Demand Registration*. (a) At any time after the date that is 180 days after the date hereof (or such earlier date as would permit the Company to cause any Filings required hereunder to be filed on the 180th day after the date hereof), any Person that is a Stockholder (a "**Requesting Stockholder**") on the date a Demand is made shall be entitled to make a written request of the Company (a "**Demand**") for registration under the Securities Act of a number of Registrable Securities that, when taken together with the number of Registrable Securities requested to be registered under the Securities Act by such Requesting Stockholder's Affiliates, equals or is greater than the Registrable Amount (a "**Demand Registration**") and thereupon the Company will, subject to the terms of this Agreement, use its commercially reasonable efforts to effect the registration under the Securities Act of:

(i) the Registrable Securities which the Company has been so requested to register by the Requesting Stockholders for disposition in accordance with the intended method of disposition stated in such Demand, which may be an Underwritten Offering;

(ii) all other Registrable Securities which the Company has been requested to register pursuant to Section 4.01(b); and

(iii) all shares of Common Stock which the Company may elect to register in connection with any offering of Registrable Securities pursuant to this Section 4.01, but subject to Section 4.01(f);

all to the extent necessary to permit the disposition (in accordance with the intended methods thereof) of the Registrable Securities and the additional Common Stock, if any, to be so registered.

(b) A Demand shall specify: (i) the aggregate number of Registrable Securities requested to be registered in such Demand Registration, (ii) the intended method of disposition in connection with such Demand Registration, to the extent then known and (iii) the identity of the Requesting Stockholder (or Requesting Stockholders). Within five days after receipt of a Demand, the Company shall give written notice of such Demand to any other Persons that on the date a Demand is delivered to the Company is a Stockholder (excluding Permitted Transferees which have not signed a joinder as contemplated by Section 2.01). Subject to Section 4.01 (f), the Company shall include in the Demand Registration covered by such Demand all Registrable Securities with respect to which the Company has received a written request for inclusion therein. Such written request shall comply with the requirements of a Demand as set forth in this Section 4.01(b).

(c) Each Stockholder shall be entitled to an unlimited number of Demand Registrations until such time as the Stockholders, together, Beneficially Own less than a Registrable Amount.

(d) Demand Registrations shall be on such registration form of the Commission for which the Company is eligible as shall be selected by the Requesting Stockholders whose shares represent a majority of the Registrable Securities that the Company has been requested to register, including, to the extent permissible, an automatically effective registration statement or an existing effective registration statement filed by the Company with the Commission, and shall be reasonably acceptable to the Company.

(e) The Company shall not be obligated to effect any Demand Registration (A) within one month of a "firm commitment" Underwritten Offering in which all Stockholders were given "piggyback" rights pursuant to Section 4.02 (subject to Section 4.01(f)) and provided that at least 50% of the number of Registrable Securities requested by such Stockholders to be included in such Demand Registration were included) or (B) within one month of any other Underwritten Offering pursuant to Section 4.03(e). In addition, the Company shall be entitled to postpone (upon written notice to all Stockholders) for a reasonable period of time not to exceed 60 days in succession the filing or the effectiveness of a registration statement for any Demand Registration (but no more than twice, or for more than 90 days in the aggregate, in any period of 12 consecutive months) if the Board determines in good faith and in its reasonable judgment that the filing or effectiveness of the registration statement relating to such Demand Registration would cause the disclosure of material, non-public information that the Company has a bona fide business purpose for preserving as confidential. In the event of a postponement by the Company of the filing or effectiveness of a registration statement for a Demand Registration, the holders of a majority of Registrable Securities held by the Requesting Stockholder(s) shall have the right to withdraw such Demand in accordance with Section 4.04.

(f) The Company shall not include any securities other than Registrable Securities in a Demand Registration, except with the written consent of Stockholders participating in such Demand Registration that hold a majority of the Registrable Securities included in such Demand Registration. If, in connection with a Demand Registration, any managing underwriter (or, if such Demand Registration is not an Underwritten Offering, a nationally recognized investment bank engaged in connection with such Demand Registration) advises the Company, that, in its opinion, the inclusion of all of the securities, including securities of the Company that are not Registrable Securities, sought to be registered in connection with such Demand Registration would adversely affect the marketability of the Registrable Securities sought to be sold pursuant thereto, then the Company shall include in such registration statement only such securities as the Company is advised by such underwriter or investment bank can be sold without such adverse effect as follows and in the following order of priority: (i) first, up to the number of Registrable Securities requested to be included in such Demand Registration by the Stockholders, which, in the opinion of the underwriter can be sold without adversely affecting the marketability of the offering, pro rata among such Stockholders requesting such Demand Registration on the basis of the number of such securities held by such Stockholders and such Stockholders that are Piggyback Sellers; (ii) second, securities the Company proposes to sell; and (iii) third, all other securities of the Company duly requested to be included in such registration statement, pro rata on the basis of the number of such other securities requested to be included or such other method determined by the Company.

(g) Any investment bank(s) that will serve as an underwriter with respect to such Demand Registration or, if such Demand Registration is not an Underwritten Offering, any investment bank engaged in connection therewith, shall be selected (i) by the Acquisition Entity for so long as a majority of the outstanding Common Stock of the Company is owned by its Permitted Transferees and thereafter (ii) by the Stockholder participating in such Demand Registration that holds (together with its Permitted Transferees) a number of Registrable Securities included in such Demand Registration constituting a plurality of all Registrable Securities included in such Demand Registration.

Section 4.02. *Piggyback Registrations*. (a) Subject to the terms and conditions hereof, whenever the Company proposes to register any of its equity securities under the Securities Act (other than a registration by the Company (x) on a registration statement on Form S-4 or (y) on a registration statement on Form S-8 (or, in any of the cases of (x) or (y), on any successor forms thereto)) (each, a "**Piggyback Registration**"), whether for its own account or for the account of others, the Company shall give the Stockholders (excluding Permitted Transferees which have not signed a joinder as contemplated by Section 2.01) prompt written notice thereof (but not less than five days prior to the filing by the Company with the Commission of any registration statement with respect thereto). Such notice (a "**Piggyback Notice**") shall specify, at a minimum, the number of equity securities proposed to be registered, the proposed date of filing of such registration statement with the Commission, the proposed means of distribution and the proposed managing underwriter or underwriters (if any and if known). Upon the written request of any Person that on the date of such Piggyback Notice is a Stockholder, given within five days after such Piggyback Notice is received by such Person (any such Persons, a "**Piggyback Seller**") (which written request shall specify the number of Registrable Securities then presently intended to be disposed of by such Piggyback Seller), the Company, subject to the terms and conditions of this Agreement, shall use its commercially reasonable efforts to cause all such Registrable Securities held by Piggyback Sellers with respect to which the Company has received such written requests for inclusion to be included in such Piggyback Registration on the same terms and conditions as the Company's equity securities being sold in such Piggyback Registration.

(b) If, in connection with a Piggyback Registration, any managing underwriter (or, if such Piggyback Registration is not an Underwritten Offering, a nationally recognized investment bank engaged in connection with such Demand Registration) advises the Company in writing that, in its opinion, the inclusion of all the equity securities sought to be included in such Piggyback Registration by (i) the Company, (ii) others who have sought to have equity securities of the Company registered in such Piggyback Registration pursuant to rights to Demand (other than pursuant to so-called "piggyback" or other incidental or participation registration rights) such registration (such Persons being "**Other Demanding Sellers**"), (iii) the Piggyback Sellers and (iv) any other proposed sellers of equity securities of the Company (such Persons being "**Other Proposed Sellers**"), as the case may be, would adversely affect the marketability of the equity securities sought to be sold pursuant thereto, then the Company shall include in the registration statement applicable to such Piggyback Registration only such equity securities as the Company is so advised by such underwriter or investment bank can be sold without such an effect, as follows and in the following order of priority:

(i) if the Piggyback Registration relates to an offering for the Company's own account, then (A) first, such number of equity securities to be sold by the Company as the Company, in its reasonable judgment and acting in good faith and in accordance with sound financial practice, shall have determined, (B) second, Registrable Securities of Piggyback Sellers and securities sought to be registered by Other Demanding Sellers (if any), pro rata on the basis of the number of shares of Common Stock held by such Piggyback Sellers and Other Demanding Sellers and (C) third, other equity securities held by any Other Proposed Sellers; or

(ii) if the Piggyback Registration relates to an offering other than for the Company's own account, then (A) first, such number of equity securities sought to be registered by each Other Demanding Seller and the Piggyback Sellers (if any), pro rata in proportion to the number of shares of Common Stock held by all such Other Demanding Sellers and Piggyback Sellers and (B) second, other equity securities held by any Other Proposed Sellers or to be sold by the Company as determined by the Company and with such priorities among them as may from time to time be determined or agreed to by the Company.

(c) In connection with any Underwritten Offering under this Section 4.02 for the Company's account, the Company shall not be required to include a holder's Registrable Securities in the Underwritten Offering unless such holder accepts the terms of the underwriting as agreed upon between the Company and the underwriters selected by the Company; provided that any applicable Underwriting Agreement includes only customary terms and conditions.

(d) If, at any time after giving written notice of its intention to register any of its equity securities as set forth in this Section 4.02 and prior to the time the registration statement filed in connection with such Piggyback Registration is declared effective, the Company shall determine for any reason not to register such equity securities, the Company may, at its election, give written notice of such determination to each Stockholder and thereupon shall be relieved of its obligation to register any Registrable Securities in connection with such particular withdrawn or abandoned Piggyback Registration (but not from its obligation to pay the Registration Expenses in connection therewith as provided herein); provided that Stockholders may continue the registration as a Demand Registration pursuant to the terms of Section 4.01.

Section 4.03. *Shelf Registration*. (a) Subject to Section 4.03(e), and further subject to the availability of a Registration Statement on Form S-3 or a successor form, which may be an automatically effective registration statement at any time the Company is eligible ("**Form S-3**") to the Company, the Acquisition Entity or any of its Permitted Transferees (in each case to the extent a Stockholder hereunder) may by written notice delivered (which notice can be delivered at any time after the eleven month anniversary of the date hereof) to the Company (the "**Shelf Notice**") require the Company to (i) file as promptly as practicable (but no later than 30 days after the date the Shelf Notice is delivered), and to use commercially reasonable efforts to cause to be declared effective by the Commission at the earliest possible date permitted under the rules and regulations of the Commission (but no later than 60 days after such filing date), a Form S-3, or (ii) use an existing Form S-3 filed with the Commission, in each case providing for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act relating to the offer and sale, from time to time, of the Registrable Securities owned by the Acquisition Entity (or any of their Permitted Transferees), as the case may be, and any other Persons that at the time of the Shelf Notice meet the definition of a Stockholder who elect to participate therein as provided in Section 4.03(b) (a "**Shelf Registration Statement**").

(b) The Acquisition Entity and its Permitted Transferees shall be entitled to require the Company to file an unlimited number of Shelf Registration Statements until such time as the Stockholders, together, Beneficially Own less than a Registrable Amount.

(c) Within five business days after receipt of a Shelf Notice pursuant to Section 4.03(a), the Company will deliver written notice thereof to each Stockholder (excluding Permitted Transferees which have not signed a joinder as contemplated by Section 2.01). Each Stockholder may elect to participate in the Shelf Registration Statement by delivering to the Company a written request to so participate.

(d) Subject to Section 4.03(e), the Company will use commercially reasonable efforts to keep the Shelf Registration Statement continuously effective until the date on which all Registrable Securities covered by the Shelf Registration Statement have been sold thereunder in accordance with the plan and method of distribution disclosed in the prospectus included in the Shelf Registration Statement, or otherwise (the "**Shelf Registration Effectiveness Period**").

(e) Notwithstanding anything to the contrary contained in this Agreement, the Company shall be entitled, from time to time, by providing notice to the Stockholders who elected to participate in the Shelf Registration Statement, to require such Stockholders to suspend the use of the prospectus for sales of Registrable Securities under the Shelf Registration Statement for a reasonable period of time not to exceed 60 days in succession or 90 days in the aggregate in any 12 month period (a "**Suspension Period**") if the Board determines in good faith and in its reasonable judgment that it is required to disclose in the Shelf Registration Statement material, non-public information that the Company has a bona fide business purpose for preserving as confidential. Immediately upon receipt of such notice, the Stockholders covered by the Shelf Registration Statement shall suspend the use of the prospectus until the requisite changes to the prospectus have been made as required below. Any Suspension Period shall terminate at such time as the public disclosure of such information is made. After the expiration of any Suspension Period and without any further request from a Stockholder, the Company shall as promptly as practicable prepare a post-effective amendment or supplement to the Shelf Registration Statement or the prospectus, or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, the prospectus will not include an 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, not misleading.

(f) At any time, and from time-to-time, during the Shelf Registration Effectiveness Period (except during a Suspension Period), each of the Acquisition Entity or any of its Permitted Transferees (in each case to the extent a Stockholder hereunder) may notify the Company of their intent to sell Registrable Securities covered by the Shelf Registration Statement (in whole or in part) in an Underwritten Offering (a "**Shelf Underwritten Offering**"); provided that the Company shall not be obligated to participate in more than four underwritten offerings during any twelve-month period. Such notice shall specify (x) the aggregate number of Registrable Securities requested to be registered in such Shelf Underwritten Offering and (y) the identity of the Stockholder(s) requesting such Shelf Underwritten Offering. Upon receipt by the Company of such notice, the Company shall promptly comply with the applicable provisions of this Agreement, including those provisions of Section 4.05 relating the Company's obligation to make Filings with the Commission, assist in the preparation and filing with the Commission of prospectus supplements and amendments to the Shelf Registration Statement, participate in "road shows," agree to customary "lock-up" agreements with respect to the Company's securities and obtain "comfort" letters, and the Company shall take such other actions as necessary or appropriate to permit the consummation of such Shelf Underwritten Offering as promptly as practicable. Each Shelf Underwritten Offering shall be for the sale of a number of Registrable Securities equal to or greater than the Registrable Amount. In any Shelf Underwritten Offering, the Company shall select the investment bank(s) and managers that will serve as lead or co-managing underwriters with respect to the offering of such Registrable Securities, which shall be reasonably acceptable to the Stockholders participating in such Shelf Underwritten Offering that hold a majority of the Registrable Securities included in such Shelf Underwritten Offering.

Section 4.04. *Withdrawal Rights*. Any Stockholder having notified or directed the Company to include any or all of its Registrable Securities in a registration statement under the Securities Act shall have the right to withdraw any such notice or direction with respect to any or all of the Registrable Securities designated by it for registration by giving written notice to such effect to the Company prior to the effective date of such registration statement. In the event of any such withdrawal, the Company shall not include such Registrable Securities in the applicable registration and such Registrable Securities shall continue to be Registrable Securities for all purposes of this Agreement. No such withdrawal shall affect the obligations of the Company with respect to the Registrable Securities not so withdrawn; provided, however, that in the case of a Demand Registration, if such withdrawal shall reduce the number of Registrable Securities sought to be included in such registration below the Registrable Amount, then the Company shall as promptly as practicable give each holder of Registrable Securities sought to be registered notice to such effect and, within ten days following the mailing of such notice, such holder(s) of Registrable Securities still seeking registration shall, by written notice to the Company, elect to register additional Registrable Securities, when taken together with elections to register Registrable Securities by its Permitted Transferees, to satisfy the Registrable Amount or elect that such registration statement not be filed or, if theretofore filed, be withdrawn. During such ten day period, the Company shall not file such registration statement if not theretofore filed or, if such registration statement has been theretofore filed, the Company shall not seek, and shall use commercially reasonable efforts to prevent, the effectiveness thereof.

Section 4.05. *Registration Procedures*. (a) If and whenever the Company is required to use commercially reasonable efforts to effect the registration of any Registrable Securities under the Securities Act as provided in Section 4.01, Section 4.02 and Section 4.03, the Company shall as promptly as practicable (in each case, to the extent applicable):

(i) prepare and file with the Commission a registration statement to effect such registration, cause such registration statement to become effective at the earliest possible date permitted under the rules and regulations of the Commission, and thereafter use commercially reasonable efforts to cause such registration statement to remain effective pursuant to the terms of this Agreement; provided, however, that the Company may discontinue any registration of its securities which are not Registrable Securities at any time prior to the effective date of the registration statement relating thereto; provided, further, that before filing such registration statement or any amendments thereto, the Company will furnish to the counsel selected by the holders of Registrable Securities which are to be included in such registration ("**Selling Holders**") copies of all such documents proposed to be filed, which documents will be subject to the review of and comment by such counsel (it being understood that counsel to the Selling Holders will conduct its review and provide any comments promptly);

(ii) prepare and file with the Commission such amendments (including post-effective amendments) and supplements to such registration statement and the prospectus used in connection therewith and any Exchange Act reports incorporated by reference therein as may be necessary to keep such registration statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement until the earlier of such time as all of such securities have been disposed of in accordance with the intended methods of disposition by the Selling Holder(s) set forth in such registration statement or (i) in the case of a Demand Registration pursuant to Section 4.01, the expiration of 60 days after such registration statement becomes effective or (ii) in the case of a Piggyback Registration pursuant to Section 4.02, the expiration of 60 days after such registration statement becomes effective or (iii) in the case of a Shelf Registration pursuant to Section 4.03, the Shelf Registration Effectiveness Period;

(iii) furnish to each Selling Holder and each underwriter, if any, of the securities being sold by such Selling Holder such number of conformed copies of such registration statement and of each amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus contained in such registration statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and any Issuer Free Writing Prospectus and such other documents as such Selling Holder and underwriter, if any, may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by such Selling Holder;

(iv) use commercially reasonable efforts to register or qualify such Registrable Securities covered by such registration statement under such other securities laws or blue sky laws of such jurisdictions as any Selling Holder and any underwriter of the securities being sold by such Selling Holder shall reasonably request, and take any other action which may be reasonably necessary or advisable to enable such Selling Holder and underwriter to consummate the disposition in such jurisdictions of the Registrable Securities owned by such Selling Holder, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not but for the requirements of this clause (iv) be obligated to be so qualified, to subject itself to taxation in any such jurisdiction or to file a general consent to service of process in any such jurisdiction;

(v) use best efforts to cause such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed and, if no such securities are so listed, use commercially reasonable efforts to cause such Registrable Securities to be listed on the NYSE or the Nasdaq Stock Market;

(vi) use commercially reasonable efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the Selling Holder(s) thereof to consummate the disposition of such Registrable Securities;

(vii) in connection with an Underwritten Offering, obtain for each Selling Holder and underwriter:

(A) an opinion of counsel for the Company, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Selling Holder and underwriters, and

(B) a "comfort" letter (or, in the case of any such Person which does not satisfy the conditions for receipt of a "comfort" letter specified in AU Section 634 of the AICPA Professional Standards, an "agreed upon procedures" letter) signed by the independent registered public accountants who have certified the Company's financial statements included in such registration statement (and, if necessary, any other independent registered public accountant of any Subsidiary of the Company or any business acquired by the Company from which financial statements and financial data are, or are required to be, included in the registration statement);

(viii) promptly make available for inspection by any Selling Holder, any underwriter participating in any disposition pursuant to any registration statement, and any attorney, accountant or other agent or representative retained by any such Selling Holder or underwriter (collectively, the "**Inspectors**"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "**Records**"), as shall be reasonably necessary to enable such Selling Holder or underwriter to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information requested by any such Inspector in connection with such registration statement promptly; provided, however, that, unless the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the registration statement or the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, the Company shall not be required to provide any information under this subparagraph (viii) if (i) the Company believes, after consultation with counsel for the Company, that to do so would cause the Company to forfeit an attorney-client privilege that was applicable to such information or (ii) if either (A) the Company has requested and been granted from the Commission confidential treatment of such information contained in any filing with the Commission or documents provided supplementally or otherwise or (B) the Company reasonably determines in good faith that such Records are confidential and so notifies the Inspectors in writing unless prior to furnishing any such information with respect to (i) or (ii) such holder of Registrable Securities requesting such information agrees, and causes each of its Inspectors, to enter into a confidentiality agreement on terms reasonably acceptable to the Company; and provided, further, that each Holder of Registrable Securities agrees that it will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at its expense, to undertake appropriate action and to prevent disclosure of the Records deemed confidential;

(ix) promptly notify in writing each Selling Holder and the underwriters, if any, of the following events:

(A) the filing of the registration statement, the prospectus or any prospectus supplement related thereto, any Issuer Free Writing Prospectus or post-effective amendment to the registration statement, and, with respect to the registration statement or any post-effective amendment thereto, when the same has become effective;

(B) any request by the Commission for amendments or supplements to the registration statement or the prospectus or for additional information;

(C) the issuance by the Commission of any stop order suspending the effectiveness of the registration statement or the initiation of any proceedings by any Person for that purpose;

(D) when any Issuer Free Writing Prospectus includes information that may conflict with the information contained in the registration statement; and

(E) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or blue sky laws of any jurisdiction or the initiation or threat of any proceeding for such purpose;

(x) notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and, at the request of any Selling Holder, promptly prepare and furnish to such Selling Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(xi) use every reasonable best effort to obtain the withdrawal of any order suspending the effectiveness of such registration statement;

(xii) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to Selling Holders, as promptly as practicable, an earnings statement covering the period of at least 12 months, but not more than 18 months, beginning with the first day of the Company's first full quarter after the effective date of such registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xiii) use its reasonable best efforts to assist Stockholders who made a request to the Company to provide for a third party "market maker" for the Common Stock; provided, however, that the Company shall not be required to serve as such "market maker";

(xiv) cooperate with any Selling Holder and any underwriter and the managing underwriter to facilitate the timely preparation and delivery of certificates (which shall not bear any restrictive legends unless required under applicable law), if necessary or appropriate, representing securities sold under any registration statement, and enable such securities to be in such denominations and registered in such names as the managing underwriter or such Selling Holder may request and keep available and make available to the Company's transfer agent prior to the effectiveness of such registration statement a supply of such certificates as necessary or appropriate;

(xv) have appropriate officers of the Company prepare and make presentations at any "road shows" and before analysts and rating agencies, as the case may be, take other actions to obtain ratings for any Registrable Securities (if they are eligible to be rated) and otherwise use its reasonable best efforts to cooperate as reasonably requested by the Selling Holders and the underwriters in the offering, marketing or selling of the Registrable Securities;

(xvi) have appropriate officers of the Company, and cause representatives of the Company's independent registered public accountants, to participate in any due diligence discussions reasonably requested by any Selling Holder or any underwriter;

(xvii) if requested by any underwriter, agree, and cause the Company and any directors or officers of the Company to agree, to be bound by customary "lock-up" agreements restricting the ability to dispose of Company securities;

(xviii) if requested by any Selling Holders or any underwriter, promptly incorporate in the registration statement or any prospectus, pursuant to a supplement or post-effective amendment if necessary, such information as such Selling Holders may reasonably request to have included therein, including information relating to the "Plan of Distribution" of the Registrable Securities;

(xix) cooperate and assist in any filings required to be made with the FINRA and in the performance of any due diligence investigation by any underwriter that is required to be undertaken in accordance with the rules and regulations of the FINRA;

(xx) otherwise use reasonable best efforts to cooperate as reasonably requested by the Selling Holders and the underwriters in the offering, marketing or selling of the Registrable Securities;

(xxi) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission and all reporting requirements under the rules and regulations of the Exchange Act; and

(xxii) use reasonable best efforts to take any action requested by the Selling Holders, including any action described in clauses (i) through (xxi) above to prepare for and facilitate any "over-night deal" or other proposed sale of Registrable Securities over a limited timeframe.

The Company may require each Selling Holder and each underwriter, if any, to furnish the Company in writing such information regarding each Selling Holder or underwriter and the distribution of such Registrable Securities as the Company may from time to time reasonably request to complete or amend the information required by such registration statement.

(b) Without limiting any of the foregoing, in the event that the offering of Registrable Securities is to be made by or through an underwriter, the Company shall enter into an Underwriting Agreement with a managing underwriter or underwriters containing representations, warranties, indemnities and agreements customarily included (but not inconsistent with the covenants and agreements of the Company contained herein) by an issuer of common stock in underwriting agreements with respect to offerings of common stock for the account of, or on behalf of, such issuers. In connection with any offering of Registrable Securities registered pursuant to this Agreement, the Company shall furnish to the underwriter, if any (or, if no underwriter, the Selling Holder), unlegended certificates representing ownership of the Registrable Securities being sold (unless, in the Company's sole discretion, such Registrable Securities are to be issued in uncertificated form pursuant to the customary arrangements for issuing shares in such form), in such denominations as requested and instruct any transfer agent and registrar of the Registrable Securities to release any stop transfer order with respect thereto.

(c) Each Selling Holder agrees that upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4.05(a)(ix), such Selling Holder shall forthwith discontinue such Selling Holder's disposition of Registrable Securities pursuant to the applicable registration statement and prospectus relating thereto until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 4.05(a)(ix) and, if so directed by the Company, deliver to the Company, at the Company's expense, all copies, other than permanent file copies, then in such Selling Holder's possession of the prospectus current at the time of receipt of such notice relating to such Registrable Securities. In the event the Company shall give such notice, any applicable 60 day period during which such registration statement must remain effective pursuant to this Agreement shall be extended by the number of days during the period from the date of giving of a notice regarding the happening of an event of the kind described in Section 4.05(a)(ix) to the date when all such Selling Holders shall receive such a supplemented or amended prospectus and such prospectus shall have been filed with the Commission.

Section 4.06. *Registration Expenses*. (a) All expenses incident to the Company's performance of, or compliance with, its obligations under this Agreement including (i)(A) all registration and filing fees, all fees and expenses of compliance with securities and "blue sky" laws, (B) all fees and expenses associated with filings required to be made with FINRA (including, if applicable, the fees and expenses of any "qualified independent underwriter" as such term is defined in NASD Rule 2720 or the equivalent rule incorporated into the FINRA rulebook), (C) all fees and expenses of compliance with securities and "blue sky" laws, (D) all printing (including expenses of printing certificates, if any, for the Registrable Securities in a form eligible for deposit with the Depository Trust Company and of printing prospectuses if the printing of prospectuses and Issuer Free Writing Prospectuses is requested by a holder of Registrable Securities) and copying expenses, (E) all messenger and delivery expenses, (F) all fees and expenses of the Company's independent certified public accountants and counsel (including with respect to "comfort" letters, "agreed-upon procedures" letter and opinions), (G) fees and expenses of one counsel to the Stockholders selling in such registration (which firm shall be selected by the Stockholders selling in such registration that hold a majority of the Registrable Securities included in such registration), (H) except as provided in clause (ii) below, the fees and expenses (including underwriting discounts and commissions and transfer taxes) of every nationally recognized investment bank engaged in connection with a Demand Registration or a Piggyback Registration that is not an Underwritten Offering, (collectively, the "**Registration Expenses**") and (ii) any expenses described in clauses (i)(A) through (H) above incurred in connection with the marketing and sale of Registrable Securities ("**Offering Expenses**") shall be borne by the Company, regardless of whether a registration is effected, marketing is commenced or sale is made. The Company will pay its internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties, the expense of any annual audit and the expense of any liability insurance) and the expenses and fees for listing the securities to be registered on each securities exchange and included in each established over-the-counter market on which similar securities issued by the Company are then listed or traded.

(b) Each Selling Holder shall pay its portion of all underwriting discounts and commissions and transfer taxes, if any, relating to the sale of such Selling Holder's Registrable Securities pursuant to any registration.

ARTICLE 5
INDEMNIFICATION

Section 5.01. *General Indemnification*. The Company agrees to indemnify and hold harmless the Acquisition Entity and each of the officers, directors, employees, members, managers, partners and agents or Affiliates of the Acquisition Entity against any and all losses, claims, damages, liabilities and expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses) (collectively, the "**Losses**"), in each case, based on, arising out of, resulting from or in connection with any claim, action, cause of action, suit, proceeding or investigation, whether civil, criminal, administrative, investigative or other (collectively, "**Actions**"), based on, arising out of, pertaining to or in connection with the Acquisition Entity's status as an equityholder of the Company and (i) the ownership or the operation of the assets or properties, and the operation or conduct of the business of, including contracts entered into by, the Company, whether before, on or after the date hereof or (ii) any other activity that the Company or its Subsidiaries engages in.

Section 5.02. *Registration Statement Indemnification*. (a) The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each Selling Holder, its officers, directors, employees, managers, members, partners and Affiliates, such Selling Holder or such other indemnified Person from and against all Losses caused by, resulting from or relating to any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, any Issuer Free Writing Prospectus, any prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission (or alleged omission) of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as the same are caused by any information furnished in writing to the Company by such Selling Holder expressly for use therein. In connection with an Underwritten Offering and without limiting any of the Company's other obligations under this Agreement, the Company shall also indemnify such underwriters, their officers, directors, employees and agents and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) such underwriters or such other indemnified Person to the same extent as provided above with respect to the indemnification (and exceptions thereto) of the holders of Registrable Securities being sold. Reimbursements payable pursuant to the indemnification contemplated by this Section 5.02(a) will be made by periodic payments during the course of any investigation or defense, as and when bills are received or expenses incurred.

(b) In connection with any registration statement in which a holder of Registrable Securities is participating, each such Selling Holder will furnish to the Company in writing information regarding such Selling Holder's ownership of Registrable Securities and its intended method of distribution thereof and, to the extent permitted by law, shall, severally and not jointly, indemnify the Company, its directors, officers, employees and agents and each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) the Company or such other indemnified Person against all Losses caused by any untrue statement of material fact contained in the registration statement, any Issuer Free Writing Prospectus, any prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, but only to the extent that such untrue statement or omission is caused by and contained in such information so furnished in writing by such Selling Holder expressly for use therein; provided, however, that each Selling Holder's obligation to indemnify the Company hereunder shall, to the extent more than one Selling Holder is subject to the same indemnification obligation, be apportioned between each Selling Holder based upon the net amount received by each Selling Holder from the sale of Registrable Securities, as compared to the total net amount received by all of the Selling Holders of Registrable Securities sold pursuant to such registration statement. Notwithstanding the foregoing, no Selling Holder shall be liable to the Company for amounts in excess of the lesser of (i) such apportionment and (ii) the net amount received by such holder in the offering giving rise to such liability.

Section 5.03. *Contribution*. (a) If recovery is not available under the foregoing indemnification provisions for any reason or reasons other than as specified therein, any Person who would otherwise be entitled to indemnification by the terms thereof shall nevertheless be entitled to contribution with respect to any Losses with respect to which such Person would be entitled to such indemnification but for such reason or reasons. In determining the amount of contribution to which the respective Persons are entitled, there shall be considered the Persons' relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and other equitable considerations appropriate under the circumstances. It is hereby agreed that it would not necessarily be equitable if the amount of such contribution were determined by pro rata or per capita allocation. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not found guilty of such fraudulent misrepresentation. Notwithstanding the foregoing, no Selling Holder or transferee thereof shall be required to make a contribution in excess of the net amount received by such holder from its sale of Registrable Securities in connection with the offering that gave rise to the contribution obligation.

Section 5.04. *Procedure*. (a) Any Person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification; provided, however, the failure to give such notice shall not release the indemnifying party from its obligation, except to the extent that the indemnifying party has been materially prejudiced by such failure to provide such notice on a timely basis.

(b) In any case in which any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein, and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not (so long as it shall continue to have the right to defend, contest, litigate and settle the matter in question in accordance with this paragraph) be liable to such indemnified party hereunder for any legal or other expense subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation, supervision and monitoring (unless (i) such indemnified party reasonably objects to such assumption on the grounds that there may be defenses available to it which are different from or in addition to the defenses available to such indemnifying party or (ii) the indemnifying party shall have failed within a reasonable period of time to assume such defense and the indemnified party is or is reasonably likely to be prejudiced by such delay, in either event the indemnified party shall be promptly reimbursed by the indemnifying party for the expenses incurred in connection with retaining separate legal counsel). The indemnifying party shall lose its right to defend, contest, litigate and settle a matter if it shall fail to diligently contest such matter (except to the extent settled in accordance with the next following sentence).

Section 5.05. *Other Matters*. (a) An indemnifying party shall not be liable for any settlement of an Action effected without its consent. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened Action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such Action.

(b) Any Losses for which an indemnified party is entitled to indemnification or contribution under this Article 5 shall be paid by the indemnifying party to the indemnified party as such Losses are incurred. The indemnity and contribution agreements contained in this Article 5 shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee, the Company, its directors or officers, or any Person controlling the Company, and (ii) any termination of this Agreement.

(c) The parties hereto shall, and shall cause their respective Subsidiaries to, cooperate with each other in a reasonable manner with respect to access to unprivileged information and similar matters in connection with any Action. The provisions of this Article 5 are for the benefit of, and are intended to create third party beneficiary rights in favor of, each of the indemnified parties referred to herein.

(d) Not less than three days before the expected filing date of each registration statement pursuant to this Agreement, the Company shall notify each Stockholder who has timely provided the requisite notice hereunder entitling the Stockholder to register Registrable Securities in such registration statement of the information, documents and instruments from such Stockholder that the Company or any underwriter reasonably requests in connection with such registration statement, including, but not limited to a questionnaire, custody agreement, power of attorney, lock-up letter and underwriting agreement (the "**Requested Information**"). If the Company has not received, on or before the day before the expected filing date, the Requested Information from such Stockholder, the Company may file the Registration Statement without including Registrable Securities of such Stockholder. The failure to so include in any registration statement the Registrable Securities of a Stockholder (with regard to that registration statement) shall not in and of itself result in any liability on the part of the Company to such Stockholder.

ARTICLE 6
MISCELLANEOUS

Section 6.01. *Headings*. The headings in this Agreement are for convenience of reference only and shall not control or effect the meaning or construction of any provisions hereof.

Section 6.02. *Entire Agreement*. This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and there are no restrictions, promises, representations, warranties, covenants, conditions or undertakings with respect to the subject matter hereof, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof.

Section 6.03. *Further Actions; Cooperation*. Each of the Stockholders agrees to use its reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to give effect to the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, each of the Stockholders (i) acknowledges that such Stockholder will prepare and file with the Commission Filings, including under Section 13(d) of the Exchange Act, relating to its Beneficial Ownership of the Common Stock and (ii) agrees to use its reasonable efforts to assist and cooperate with the other parties in promptly preparing, reviewing and executing any such Filings, including any amendments thereto.

Section 6.04. *Notices*. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by facsimile, nationally recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated on the signature pages of this Agreement or in writing by such party to the other parties:

If to the Acquisition Entity, to:

OMH Holdings, L.P.
c/o Apollo Management VIII, L.P.
9 West 57th Street, 43rd Floor
New York, NY 10019
Email: mmichelini@apollolp.com; lmedley@apollolp.com
Attn: Matthew Michelini; Laurie Medley

with a copy (which shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Email: pshwachman@sidley.com, dclivner@sidley.com
Attn: Perry J. Shwachman, Dan Clivner

If to the Company, to:

OneMain Holdings, Inc.
601 N.W. Second Street
Evansville, IN 47708
Email: Jack.Erkilla@onemainfinancial.com
Attn: Jack R. Erkilla

If to a Stockholder that is not the Acquisition Entity, then to the address set forth in the written agreement of such Stockholder provided for in Section 2.01 hereof.

All such notices, requests, consents and other communications shall be deemed to have been given or made if and when received (including by overnight courier) by the parties at the above addresses or sent by email, facsimile, with confirmation received, to the email addresses or facsimile numbers specified above (or at such other address or facsimile number for a party as shall be specified by like notice). Any notice delivered by any party hereto to any other party hereto shall also be delivered to each other party hereto simultaneously with delivery to the first party receiving such notice.

Section 6.05. *Applicable Law*. The substantive laws of the State of New York shall govern the interpretation, validity and performance of the terms of this Agreement, without regard to conflicts of law doctrines.

Section 6.06. *Severability*. The provisions of this Agreement are independent of and separable from each other. The invalidity, illegality or unenforceability of one or more of the provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement, including any such provisions, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law. The parties hereto shall endeavor in good faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision, as applicable.

Section 6.07. *Successors and Assigns*. Except as otherwise provided herein, all the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective successors and permitted assigns of the parties hereto. No Stockholder may assign any of its rights hereunder to any Person other than a Permitted Transferee; provided that the rights of the Acquisition Entity under Section 3.01, Section 3.02 and Section 3.03 may only be assigned to an Affiliate of the Acquisition Entity and only in connection with the substantially concurrent transfer by the Acquisition Entity to such Affiliate of at least 33% of the outstanding Company Securities. Each Permitted Transferee of any Stockholder shall be subject to all of the terms of this Agreement, and by taking and holding such shares, subject to the immediately preceding sentence, such Person shall be entitled to receive the benefits of and be conclusively deemed to have agreed to be bound by and to comply with all of the terms and provisions of this Agreement; provided, however, no transfer of rights permitted hereunder shall be binding upon or obligate the Company unless and until (i) if required under Section 2.01 hereof, the Company shall have received written notice of such transfer and the joinder of the transferee provided for in Section 2.01 hereof, and (ii) such transferee can establish Beneficial Ownership or ownership of record of a Registrable Amount (whether individually or together with its Affiliates that are Stockholders or transferees of Stockholders and, if applicable, its other Permitted Transferees that are Stockholders or transferees of Stockholders). The Company may not assign any of its rights or obligations hereunder without the prior written consent of each of the Stockholders, and any assignment attempted or effected without obtaining such required consent shall be null and void. Notwithstanding the foregoing, no successor or assignee of the Company shall have any rights granted under this Agreement until such Person shall acknowledge its rights and obligations hereunder by a signed written statement of such Person's acceptance of such rights and obligations.

Section 6.08. *Amendments*. This Agreement may not be amended, modified or supplemented unless such amendment, modification or supplement is in writing and signed by each of the Stockholders and the Company and is approved by the Independent Directors.

Section 6.09. *Waiver*. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in a writing signed by the party against whom the waiver is to be effective, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty. Any waiver by or on behalf of the Company shall require Independent Director approval.

Section 6.10. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

Section 6.11. *Submission To Jurisdiction*. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT AND ANY ACTION FOR ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND THE APPELLATE COURTS THEREOF. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT THE ADDRESS FOR NOTICES SET FORTH HEREIN. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO DISPUTES HEREUNDER.

Section 6.12. *Injunctive Relief*. Each party hereto acknowledges and agrees that a violation of any of the terms of this Agreement will cause the other parties irreparable injury for which an adequate remedy at law is not available. Therefore, the Stockholders agree that each party shall be entitled to, an injunction, restraining order, specific performance or other equitable relief from any court of competent jurisdiction, restraining any party from committing any violations of the provisions of this Agreement, without the need to post a bond or prove the inadequacy of monetary damages.

Section 6.13. *Recapitalizations, Exchanges, Etc. Affecting the Shares of Common Stock; New Issuance*. The provisions of this Agreement shall apply, to the full extent set forth herein, with respect to Company Securities and to any and all equity or debt securities of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets, or otherwise) which may be issued in respect of, in exchange for, or in substitution of, such Company Securities and shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations, reclassifications, recapitalizations, reorganizations and the like occurring after the date hereof.

Section 6.14. *Termination*. Upon the mutual consent of all of the parties hereto (including, with respect to the Company, the approval of a majority of the Independent Directors) or, with respect to each Stockholder, at such earlier time as such Stockholder and its Affiliates and Permitted Transferees ceases to Beneficially Own a Registrable Amount, the terms of this Agreement shall terminate, and be of no further force and effect; provided, however, that the following shall survive the termination of this Agreement: (i) the provisions of Section 4.02 (which shall terminate, and be of no further force and effect, with respect to each Stockholder, at such time as such Stockholder and its Affiliates and Permitted Transferees ceases to Beneficially Own a Registrable Amount), Section 4.06, Article 5, Section 6.05, Section 6.11 and this Section 6.14; (ii) the rights with respect to the breach of any provision hereof by the Company and (iii) any registration rights vested or obligations accrued as of the date of termination of this Agreement to the extent, in the case of registration rights so vested, if such Stockholder ceases to meet the definition of a Stockholder under this Agreement subsequent to the vesting of such registration rights as a result of action taken by the Company.

Section 6.15. *[Reserved]*.

Section 6.16. *Rule 144*. The Company covenants and agrees that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder (or, if it is not required to file such reports, it will, upon the request of any holder of Registrable Securities, make publicly available other information so long as necessary to permit sales in compliance with Rule 144 under the Securities Act), and it will take such further reasonable action, to the extent required from time to time to enable such holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rule 144 may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission. Upon the reasonable request of any holder of Registrable Securities, the Company will deliver to such holder a written statement as to whether it has complied with such information and filing requirements.

Section 6.17. *Information*. The Company covenants and agrees that for so long as the Stockholders, together, have Beneficial Ownership of at least 1% of the Voting Power of the Company, it will provide or cause to be provided, upon request, to persons affiliated with the Acquisition Entity who are covered by applicable Acquisition Entity confidentiality policies, all information about the Company and its operations as the Company would ordinarily provide to a director upon his or her request.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective officers thereunto duly as of the date first above written.

ONEMAIN HOLDINGS, INC.

By: _____
Name:
Title:

OMH HOLDINGS, L.P.

By: _____
Name:
Title:

[Signature Page To Amended and Restated Stockholders Agreement]

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Section 4: EX-99.1 (EXHIBIT 99.1)

Exhibit 99.1

Investor Group Led by Funds Managed by Affiliates of Apollo Global Management and Värde Partners to Acquire a Significant Position in OneMain Holdings from Fund Managed by an Affiliate of Fortress Investment Group

NEW YORK, NY & MINNEAPOLIS, MN - January 4, 2018 - An investor group led by funds managed by affiliates of Apollo Global Management, LLC (together with its consolidated subsidiaries, "Apollo") (NYSE: APO) and Värde Partners, Inc. ("Värde") today announced they have entered into a definitive agreement with a company primarily owned by funds managed by an affiliate of Fortress Investment Group LLC ("Fortress") to acquire all of its remaining equity interest in OneMain Holdings, Inc. ("OneMain" or the "Company") (NYSE: OMF) for $26.00 per share. Upon completion of the transaction, the Apollo and Värde led investor group will own approximately 40.5% of OneMain. The transaction, which is expected to close in the second quarter of 2018, is subject to regulatory approvals and other customary closing conditions.

"We are tremendously excited for our managed funds, together with Värde, to acquire a significant position in OneMain," said Matthew Michelini, a Partner at Apollo. "As one of America's premier consumer finance companies, we believe OneMain is exceptionally well-positioned for continued growth and innovation. We look forward to working with OneMain's dedicated team of employees and leveraging Apollo's resources and deep expertise in financial services as the Company embarks on the next chapter of its long history of success."

"We are delighted to be making a strategic investment in OneMain," said Aneek Mamik, North America Head of Specialty Finance at Värde Partners. "We look forward to collaborating with the highly experienced teams at OneMain and Apollo to grow and develop the business for the benefit of all stakeholders. The investment is a complementary extension of our deep expertise globally in specialty finance."

"We appreciate all of the support and insight that Fortress has provided as a key partner and majority investor over the last seven years of our company's journey," said Jay Levine, President and CEO of OneMain Holdings, Inc. "With a clear path forward to achieve our long-term objectives, we are confident that the thought leadership and expertise represented by this new investor group will be instrumental as we build further shareholder value."

Barclays is serving as lead financial advisor and Sidley Austin LLP is serving as legal counsel to the Apollo and Värde led investor group in connection with this transaction. Goldman Sachs is also providing advisory services to the investor group. Citi is serving as financial advisor to Fortress and Cravath Swaine & Moore LLP is serving as legal counsel to Fortress in connection with this transaction.

About Apollo Global Management

Apollo is a leading global alternative investment manager with offices in New York, Los Angeles, Houston, Chicago, St. Louis, Bethesda, Toronto, London, Frankfurt, Madrid, Luxembourg, Mumbai, Delhi, Singapore, Hong Kong and Shanghai. Apollo had assets under management (AUM) of approximately $242 billion as of September 30, 2017 in private equity, credit and real assets funds invested across a core group of nine industries where Apollo has considerable knowledge and resources. For more information about Apollo, please visit www.agm.com.

The investment in OneMain by the Apollo-managed funds is being made from Apollo Investment Fund VIII, L.P. and its parallel funds (collectively, "Apollo Fund VIII"). Including its commitment to OneMain, Apollo Fund VIII has committed approximately 88% of its available capital.

About Värde Partners

Värde Partners is a $13 billion global alternative investment firm that employs a value-based approach to investing across a broad array of geographies, segments and asset types, including specialty finance, real estate, corporate credit, mortgages, energy and transportation. The firm sponsors and manages a family of private investment funds with a global investor base that includes foundations and endowments, pension plans, insurance companies, other institutional investors and private clients. Now in its third decade, Värde employs more than 270 people globally with regional headquarters in Minneapolis, London and Singapore.

About OneMain Holdings, Inc.

OneMain Holdings, Inc. (NYSE: OMF) is America's premier consumer finance company, offering responsible and transparent personal loan products for over 100 years. The company provides personalized, best-in-class service at their 1,600+ branches and online. OneMain has more than 10,000 team members, located throughout 44 states, who are dedicated to serving and supporting the communities where they live and work. For additional information, please visit OneMainFinancial.com.

Forward Looking Statements

This press release may contain forward looking statements that are within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements include, but are not limited to, discussions related to Apollo's expectations regarding the performance of its business, its liquidity and capital resources and the other non-historical statements in the discussion and analysis. These forward-looking statements are based on management's beliefs, as well as assumptions made by, and information currently available to, management. When used in this press release, the words "believe," "anticipate," "estimate," "expect," "intend" and similar expressions are intended to identify forward-looking statements. Although management believes that the expectations reflected in these forward-looking statements are reasonable, it can give no assurance that these expectations will prove to have been correct. These statements are subject to certain risks, uncertainties and assumptions, including risks relating to our dependence on certain key personnel, our ability to raise new private equity, credit or real estate funds, market conditions, generally, our ability to manage our growth, fund performance, changes in our regulatory environment and tax status, the variability of our revenues, net income and cash flow, our use of leverage to finance our businesses and investments by our funds and litigation risks, among others. We believe these factors include but are not limited to those described under the section entitled "Risk Factors" in Apollo's annual report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") on February 13, 2017, as such factors may be updated from time to time in our periodic filings with the SEC, which are accessible on the SEC's website at www.sec.gov. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this press release and in other filings. We undertake no obligation to publicly update or review any forward-looking statements, whether as a result of new information, future developments or otherwise, except as required by applicable law. This press release does not constitute an offer of any Apollo fund.

Contact Information

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Sources: Apollo Global Management, LLC; Värde Partners; OneMain Holdings, Inc.

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