Section 1: 8-K (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): June 25, 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. ☐

Introductory Note

On June 25, 2018 (the "Closing"), OMH Holdings, L.P., a Delaware limited partnership ("Purchaser"), in accordance with the terms of the Share Purchase Agreement dated January 3, 2018 (the "SPA"), completed its purchase of 54,937,500 shares (the "Purchased Shares") of common stock, par value $0.01 per share ("Company Common Stock"), of OneMain Holdings, Inc., a Delaware corporation ("OneMain" or the "Company"), beneficially owned by Springleaf Financial Holdings, LLC, a Delaware limited liability company ("SFH" or "Seller"), 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 June 25, 2018, the Purchased Shares represented approximately 40.5% of the outstanding Company Common Stock.

Item 1.01. Entry into a Material Definitive Agreement.

On June 25, 2018, in connection with the Private Sale and pursuant to the SPA, the Company and Purchaser entered into an amended and restated Stockholders Agreement (the "A&R Stockholders Agreement") containing, among other things, certain provisions described below.

Board Representation. 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 of Directors of the Company (the "Board"), plus one (1) 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 (1) director, unless the Board consists of six (6) or fewer directors, in which case, Purchaser shall be entitled to designate two (2) 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 (6) or fewer directors, in which case, Purchaser shall be entitled to designate two (2) 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 (6) or fewer directors, in which case, Purchaser shall be entitled to designate one (1) 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 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 respective terms, Jay N. Levine, Roy A. Guthrie and Anahaita N. Kotval, in each case other than for cause.

Standstill Provisions. The Stockholders agree that, during the period beginning on the date the A&R Stockholders Agreement was executed and ending on the earlier of (i) January 3, 2020 and (ii) such time as the Stockholders collectively have beneficial ownership of less than 20% of the Company Securities (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 Controlled Affiliates' representatives acting at such Controlled 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. Six (6) 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 January 3, 2021, each Stockholder 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 January 3, 2020, each Stockholder 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 Voting Power of the Company (as defined in the A&R Stockholders Agreement).

The foregoing summary of the A&R Stockholders Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the A&R Stockholders Agreement, 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.

The descriptions of the indemnification agreements referenced in Item 5.02 of this Current Report on Form 8-K are incorporated into this Item 1.01 by reference herein.

Item 5.01 Change in Control of Registrant.

Reference is made to the Introductory Note and Item 1.01 of this Current Report on Form 8-K, which is incorporated into this Item 5.01 by reference herein.

In connection with the Closing and the execution of the A&R Stockholders Agreement, on June 25, 2018:

- the size of the Board increased to nine (9) directors;
- three (3) directors who served on the Board prior to the Closing, Wesley R. Edens, Douglas L. Jacobs and Ronald M. Lott, resigned; such directors resigned solely in connection with the Closing and had no disagreement with management;
- Purchaser's designees to the Board, Matthew R. Michelini, Peter B. Sinensky, Marc E. Becker, Aneek S. Mamik, Valerie Soranno Keating and Richard A. Smith, were appointed as directors of the Board; and
- Jay N. Levine was appointed as Chairman of the Board.

Because Purchaser became entitled to designate a majority of the directors of the Board, there was a change of control of the Company as of the Closing.

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

Reference is made to Item 1.01 and Item 5.01 of this Current Report on Form 8-K, each of which is incorporated into this Item 5.02 by reference herein.

The following table sets forth information regarding the Company's directors following the Closing:

NAME	AGE	DIRECTOR CLASS	DIRECTOR SINCE
Jay N. Levine	56	Class I Director	2011
Roy A. Guthrie	64	Class I Director	2012
Peter B. Sinensky	32	Class I Director	2018
Anahaita N. Kotval	50	Class II Director	2012
Matthew R. Michelini	36	Class II Director	2018
Marc E. Becker	45	Class II Director	2018
Aneek S. Mamik	39	Class III Director	2018
Richard A. Smith	64	Class III Director	2018
Valerie Soranno Keating	54	Class III Director	2018

Biographical and related persons information regarding each of the newly appointed directors is included in the Information Statement on Schedule 14f-1 filed by the Company with the SEC on May 29, 2018, under the captions "*Information Concerning Executive Officers and Directors—Expected Directors Following the Closing*" and "*Certain Relationships and Related Party Transactions—Transactions with Affiliates*", respectively, and is incorporated herein by reference.

Mr. Michelini shall serve as a member of the Compensation Committee, the Compliance Committee and the Executive Committee, Mr. Sinensky shall serve as a member of the Audit Committee and the Nominating and Corporate Governance Committee, Mr. Mamik shall serve as a member of the Compensation Committee, the Nominating and Corporate Governance Committee and the Executive Committee, Ms. Keating shall serve as a member of the Compliance Committee and Mr. Smith shall serve as a member of the Audit Committee and the Nominating and Corporate Governance Committee.

In addition, effective as of the Closing, each of Mr. Levine and Ms. Kotval will serve as a member of the Compliance Committee. Ms. Kotval will no longer serve on the Audit Committee or the Nominating and Corporate Governance Committee.

Each of the nine directors of the Board has entered into, or will enter into, an indemnification agreement with the Company, effective as of the date of the Closing. The form of such agreements is attached hereto as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated into this Item 5.02 by reference herein.

In connection with their service as directors of the Board, each of Valerie Soranno Keating and Richard A. Smith will receive the director compensation described in the section captioned "Executive Compensation – Independent Director Compensation" in the Company's definitive proxy statement for the 2018 Annual Meeting of Stockholders, which was filed with the SEC on Schedule 14A on March 29, 2018, which is incorporated herein by reference. Such director compensation for 2018 shall be prorated based on the period of time each such person serves as a director of the Board.

Item 8.01. Other Events.

In connection with SFH's sale of its stake to Purchaser, certain executive officers who are holders of incentive units of SFH are entitled to receive a distribution of approximately $106 million in the aggregate from SFH as a result of their ownership interests in SFH. Although the distribution will not be made by the Company or its subsidiaries, under applicable accounting rules the Company (through Springleaf Finance Corporation) will recognize a charge of approximately $106 million to compensation and benefits expense, with an equal and offsetting increase to additional paid-in-capital. The impact to the Company is non-cash, tangible equity neutral and non-tax-deductible.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amended and Restated Stockholders Agreement
10.2	Form of Individual Director Indemnification Agreement

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: June 25, 2018

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

(Back To Top)

Section 2: EX-10.1 (EXHIBIT 10.1)

Exhibit 10.1

AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

BY AND AMONG

ONEMAIN HOLDINGS, INC.

AND

OMH HOLDINGS, L.P.

Dated as of June 25, 2018

TABLE OF CONTENTS

ARTICLE 6
MISCELLANEOUS

AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

THIS AMENDED AND RESTATED STOCKHOLDERS AGREEMENT (this "**Agreement**") is made as of June 25, 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.

"**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 Voting Power of the Company.

"**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.

"**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).

"**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 June 25, 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**") and 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 Controlled Affiliates' Representatives acting at such Controlled 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 Controlled 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. 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 email, 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, with confirmation received, to the email addresses specified above (or at such other email address 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]

Schedule 3.01

Remaining Directors

Director	Term Expiration
Jay N. Levine	Company's 2020 Annual Meeting
Roy A. Guthrie	Company's 2020 Annual Meeting
Anahaita N. Kotval	Company's 2021 Annual Meeting

(Back To Top)

Section 3: EX-10.2 (EXHIBIT 10.2)

Exhibit 10.2

INDEMNIFICATION AGREEMENT

AGREEMENT, dated as of [•] (this "Agreement"), between OneMain Holdings, Inc., a Delaware corporation (the "Company"), and [•] ("Indemnitee").

WHEREAS, it is essential to the Company to retain and attract as directors and officers the most capable persons available;

WHEREAS, Indemnitee is a director and/or officer of the Company;

WHEREAS, both the Company and Indemnitee recognize the increased risk of litigation and other claims being asserted against directors and officers of public companies in today's environment;

WHEREAS, the Company's Amended and Restated Certificate of Incorporation, as amended from time to time ("Certificate of Incorporation"), and Amended and Restated Bylaws, as amended from time to time ("Bylaws"), require the Company to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law and Indemnitee shall serve as a director and/or officer of the Company in part in reliance on such Certificate of Incorporation and Bylaws;

WHEREAS, uncertainties as to the availability of indemnification created by recent court decisions may increase the risk that the Company will be unable to retain and attract as directors and officers the most capable persons available;

WHEREAS, the board of directors of the Company ("Board of Directors") has determined that the inability of the Company to retain and attract as directors and officers the most capable persons would be detrimental to the interests of the Company and that the Company therefore should seek to assure such persons that indemnification and insurance coverage will be available in the future;

WHEREAS, the parties intend that any rights Indemnitee may have (in his or her capacity as a director and/or officer of the Company) from Indemnitee-Related Entities (as defined herein) shall be secondary to the primary obligation of the Company to indemnify and hold harmless Indemnitee under this Agreement; and

WHEREAS, in recognition of Indemnitee's need for protection against personal liability, and in part to provide Indemnitee with specific contractual assurance that the protection promised by the Company's Certificate of Incorporation and Bylaws will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of such Certificate of Incorporation and/or Bylaws or any change in the composition of the Company's Board of Directors or acquisition transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent (whether partial or complete) permitted by law and as set forth in this Agreement, and for the continued coverage of Indemnitee under the directors' and officers' liability insurance policy of the Company.

NOW, THEREFORE, in consideration of the premises and of Indemnitee continuing to serve the Company directly or, at its request, another enterprise, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Certain Definitions. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement:

(a) 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.

(b) Change in Control: shall be deemed to have occurred if (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than OMH Holdings, L.P. and its Affiliates and other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of shares of the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 20% or more of the total voting power represented by the Company's then outstanding Voting Securities, or (ii) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board of Directors and any new director whose election by the Board of Directors or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other entity other than a merger or consolidation that would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 80% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of transactions) all or substantially all of the Company's assets.

(c) Claim: means any threatened, asserted, pending or completed action, suit or proceeding, including a request to waive or toll a statute of limitations, whether civil, criminal, administrative, investigative or other, including any arbitration, mediation or other alternative dispute resolution mechanism, or any appeal of any kind thereof, or any inquiry or investigation, whether instituted by (or in the right of) the Company or any governmental agency or any other person or entity, in which Indemnitee was, is, may be or will be involved as a party, witness or otherwise.

(d) ERISA: means the Employee Retirement Income Security Act of 1974, as amended.

(e) Exchange Act: means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(f) Expenses: include attorneys' fees and all other direct or indirect costs, expenses and obligations, including judgments, fines, penalties, interest, appeal bonds, amounts paid in settlement with the approval of the Company, and counsel fees and disbursements (including, without limitation, experts' fees, court costs, retainers, appeal bond premiums, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier charges) paid or incurred in connection with investigating, prosecuting, defending, being a witness in or participating in (including on appeal), or preparing to investigate, prosecute, defend, be a witness in or participate in, any Claim relating to any Indemnifiable Event, and shall include (without limitation) all attorneys' fees and all other expenses incurred by or on behalf of an Indemnitee in connection with preparing and submitting any requests or statements for indemnification, advancement or any other right provided by this Agreement (including, without limitation, such fees or expenses incurred in connection with legal proceedings contemplated by Section 2(d) hereof).

(g) Indemnifiable Amounts: means (i) any and all liabilities, Expenses, damages, judgments, fines, penalties, ERISA excise taxes and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such liabilities, Expenses, damages, judgments, fines, penalties, ERISA excise taxes or amounts paid in settlement) arising out of or resulting from any Claim relating to an Indemnifiable Event, (ii) any liability pursuant to a loan guaranty or otherwise, for any indebtedness of the Company or any subsidiary of the Company, including, without limitation, any indebtedness which the Company or any subsidiary of the Company has assumed or taken subject to, and (iii) any liabilities which an Indemnitee incurs as a result of acting on behalf of the Company (whether as a fiduciary or otherwise) in connection with the operation, administration or maintenance of an employee benefit plan or any related trust or funding mechanism (whether such liabilities are in the form of excise taxes assessed by the United States Internal Revenue Service, penalties assessed by the Department of Labor, restitution to such a plan or trust or other funding mechanism or to a participant or beneficiary of such plan, trust or other funding mechanism, or otherwise).

(h) Indemnifiable Event: means any event or occurrence, whether occurring before, on or after the date of this Agreement, related to the fact that Indemnitee is or was a director and/or officer or fiduciary of the Company, or is or was serving on behalf of the Company or at the request of the Company as a director, officer, employee, manager, member, partner, tax matter partner, trustee, agent, fiduciary or similar capacity, of another company, corporation, limited liability company, partnership, joint venture, employee benefit plan, trust or other entity or enterprise, or by reason of anything done or not done by Indemnitee in any such capacity (in all cases whether or not Indemnitee is acting or serving in any such capacity or has such status at the time any Indemnifiable Amount is incurred for which indemnification, advancement or any other right can be provided by this Agreement). The term "Company," where the context requires when used in this Agreement, shall be construed to include such other company, corporation, limited liability company, partnership, joint venture, employee benefit plan, trust or other entity or enterprise.

(i) Indemnitee-Related Entities: means any company, corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise (other than the Company or any other company, corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise Indemnitee has agreed, on behalf of the Company or at the Company's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described in this Agreement) from whom an Indemnitee may be entitled to indemnification or advancement of Expenses with respect to which, in whole or in part, the Company may also have an indemnification or advancement obligation.

(j) Independent Legal Counsel: means an attorney or firm of attorneys (following a Change in Control, selected in accordance with the provisions of Section 3 hereof) who is experienced in matters of corporate law and who shall not have otherwise performed services for the Company or Indemnitee within the last five years (other than with respect to matters concerning the rights of Indemnitee under this Agreement, or of other indemnitees under similar indemnity agreements).

(k) Jointly Indemnifiable Claim: means any Claim for which Indemnitee may be entitled to indemnification from both an Indemnitee-Related Entity and the Company pursuant to applicable law, any indemnification agreement or the certificate of incorporation, by-laws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Company and an Indemnitee-Related Entity.

(l) Permitted Transferee: means, with respect to each Stockholder, (i) any other Stockholder, (ii) any Affiliate of such Stockholder, (iii) in the case of any Stockholder, (A) any member or general or limited partner of such Stockholder (including any member of OMH Holdings, L.P.), (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 Company common stock from such Stockholder (other than pursuant to an offering of equity securities of the Company pursuant to an effective registration statement under the Securities Act) and that agrees to become party to or be bound by the Stockholders Agreement.

(m) Reviewing Party: means any appropriate person or body consisting of a member or members of the Board of Directors or any other person or body appointed by the Board of Directors who is not a party to the particular Claim for which Indemnitee is seeking indemnification, or Independent Legal Counsel.

(n) Securities Act: means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(o) Stockholders: means (i) OMH Holdings, L.P. and (ii) each Permitted Transferee who becomes a party to or bound by the provisions of the Stockholders Agreement in accordance with the terms thereof or a Permitted Transferee thereof who is entitled to enforce the provisions of the Stockholders Agreement in accordance with the terms thereof, in each case of clauses (i) and (ii) to the extent that OMH Holdings, L.P. and its Permitted Transferees, together, hold of record or "beneficially own" (as defined in Rule 13d-3 under the Exchange Act) at least a number of shares of Company securities equal to 1% of the then issued and outstanding capital stock of the Company entitled to vote in the election of directors of the Company.

(p) Stockholders Agreement: means the Amended and Restated Stockholders Agreement, by and between the Company and OMH Holdings, L.P., dated as of June 25, 2018.

(q) Voting Securities: means any securities of the Company which vote generally in the election of directors.

2. Basic Indemnification Arrangement; Advancement of Expenses.

(a) In the event Indemnitee was, is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Claim by reason of (or arising in part out of) an Indemnifiable Event, the Company shall indemnify Indemnitee, or cause Indemnitee to be indemnified, to the fullest extent permitted by law as soon as practicable but in any event no later than thirty (30) days after written demand is presented to the Company, and hold Indemnitee harmless against any and all Indemnifiable Amounts.

(b) If so requested by Indemnitee, the Company shall advance, or cause to be advanced (within five (5) business days of such request), any and all Expenses incurred by Indemnitee (an "Expense Advance"). The Company shall, in accordance with such request (but without duplication), either (i) pay, or cause to be paid, such Expenses on behalf of Indemnitee, or (ii) reimburse, or cause the reimbursement of, Indemnitee for such Expenses. Subject to Section 2(d), Indemnitee's right to an Expense Advance is absolute and shall not be subject to any prior determination by the Reviewing Party that Indemnitee has satisfied any applicable standard of conduct for indemnification.

(c) Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification or advancement of Expenses pursuant to this Agreement in connection with any Claim initiated by Indemnitee unless (i) the Company has joined in or the Board of Directors has authorized or consented to the initiation of such Claim or (ii) the Claim is one to enforce Indemnitee's rights under this Agreement.

(d) Notwithstanding the foregoing, (i) the indemnification obligations of the Company under Section 2(a) shall be subject to the condition that the Reviewing Party shall not have determined (in a written legal opinion, in any case in which the Independent Legal Counsel is involved as required by Section 3 hereof) that Indemnitee would not be permitted to be indemnified under applicable law, and (ii) the obligation of the Company to make an Expense Advance pursuant to Section 2(b) shall be subject to the condition that, if, when and to the extent that the Reviewing Party determines (in a written legal opinion, in any case in which the Independent Legal Counsel is involved as required by Section 3 hereof) that Indemnitee would not be permitted to be so indemnified under applicable law, the Company shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse the Company) for all such amounts theretofore paid (it being understood and agreed that the foregoing agreement by Indemnitee shall be deemed to satisfy any requirement that Indemnitee provide the Company with an undertaking to repay any Expense Advance if it is ultimately determined that Indemnitee is not entitled to indemnification under applicable law); provided, however, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, any determination made by the Reviewing Party that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed). Indemnitee's undertaking to repay such Expense Advances shall be unsecured and interest-free. If there has not been a Change in Control, the Reviewing Party shall be selected by the Board of Directors, and if there has been such a Change in Control, the Reviewing Party shall be the Independent Legal Counsel referred to in Section 3 hereof. If there has been no determination by the Reviewing Party within thirty (30) days after written demand is presented to the Company or if the Reviewing Party determines that Indemnitee would not be permitted to be indemnified in whole or in part under applicable law, Indemnitee shall have the right to commence litigation in any court in the State of New York or the State of Delaware having subject matter jurisdiction thereof and in which venue is proper seeking an initial determination by the court or challenging any such determination by the Reviewing Party or any aspect thereof, including the legal or factual basis therefor, and the Company hereby consents to service of process and to appear in any such proceeding. Any determination by the Reviewing Party otherwise shall be conclusive and binding on the Company and Indemnitee.

3. Change in Control. The Company agrees that if there is a Change in Control then with respect to all matters thereafter arising concerning the rights of Indemnitee to indemnity payments and Expense Advances under this Agreement or any provision of the Company's Certificate of Incorporation or the Bylaws now or hereafter in effect, the Company shall seek legal advice only from Independent Legal Counsel selected by Indemnitee and approved by the Company (which approval shall not be unreasonably delayed, conditioned or withheld). Such counsel, among other things, shall render its written opinion to the Company and Indemnitee as to whether and to what extent Indemnitee would be permitted to be indemnified under applicable law. The Company agrees to pay the reasonable fees of the Independent Legal Counsel and to indemnify fully such counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto. Notwithstanding anything to the contrary contained herein, the consummation of the transactions contemplated by that certain Share Purchase Agreement, dated as of January 3, 2018, by and among the Company, Springleaf Financial Holdings, LLC and OMH Holdings, L.P. shall not be deemed to constitute a "Change in Control" hereunder.

4. Indemnification for Additional Expenses. The Company shall indemnify, or cause the indemnification of, Indemnitee against any and all Expenses and, if requested by Indemnitee, shall advance such Expenses to Indemnitee subject to and in accordance with Section 2(b), which are incurred by Indemnitee in connection with any action brought by Indemnitee for (i) indemnification or an Expense Advance by the Company under this Agreement or any provision of the Company's Certificate of Incorporation or the Bylaws now or hereafter in effect and/or (ii) recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, Expense Advance or insurance recovery, as the case may be; provided that Indemnitee shall be required to reimburse such Expenses in the event that a final judicial determination is made (as to which all rights of appeal therefrom have been exhausted or lapsed) that such action brought by Indemnitee, or the defense by Indemnitee of an action brought by the Company or any other person, as applicable, was frivolous or in bad faith.

5. Partial Indemnity, Etc. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses or other Indemnifiable Amounts in respect of a Claim but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled. Moreover, notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any or all Claims relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against all Expenses incurred in connection therewith.

6. Burden of Proof, Etc. In connection with any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified hereunder the Reviewing Party, court, any finder of fact or other relevant person shall presume that Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the burden of proof shall be on the Company (or any other person or entity disputing such conclusions) to establish, by clear and convincing evidence, that Indemnitee is not so entitled.

7. Reliance as Safe Harbor. For purposes of this Agreement, Indemnitee shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company if Indemnitee's actions or omissions to act are taken in good faith reliance upon the records of the Company, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnitee by the officers or employees of the Company in the course of their duties, or by committees of the Board of Directors, or by any other person (including legal counsel, accountants and financial advisors) as to matters Indemnitee reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company. In addition, the knowledge and/or actions, or failures to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnification hereunder.

8. No Other Presumptions. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Reviewing Party to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by the Reviewing Party that Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified under applicable law shall be a defense to Indemnitee's claim or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief.

9. Nonexclusivity, Etc. The rights of Indemnitee hereunder shall be in addition to any other rights Indemnitee may have under the Company's Certificate of Incorporation, the Bylaws or the Delaware General Corporation Law or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Company's Certificate of Incorporation, the Bylaws or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. To the extent that there is a conflict or inconsistency between the terms of this Agreement, the Company's Certificate of Incorporation or the Bylaws, it is the intent of the parties hereto that Indemnitee shall enjoy the greater benefits regardless of whether contained herein or in the Company's Certificate of Incorporation or the Bylaws. No amendment or alteration of the Company's Certificate of Incorporation or the Bylaws or any other agreement shall adversely affect the rights provided to Indemnitee under this Agreement.

10. Liability Insurance. To the extent the Company maintains an insurance policy or policies providing directors' and officers' liability insurance, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for the Company's directors and officers. If the Company has such insurance in effect at the time the Company receives from Indemnitee any notice of a Claim, the Company shall give prompt notice of the Claim to the insurer(s) in accordance with the procedures set forth in the policy (ies). The Company shall thereafter take all necessary or desirable action to cause such insurer(s) to pay, to or on behalf of Indemnitee, all amounts payable as a result of such Claim in accordance with the terms of such policy(ies). Nothing herein shall (i) relieve the Company of any of its indemnification obligations or (ii) prevent Indemnitee from directly providing notice of a Claim to such insurer(s) or directly pursuing recovery under such policies.

11. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against Indemnitee, Indemnitee's spouse, heirs, executors or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two-year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action such shorter period shall govern.

12. Amendments, Etc. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

13. Subrogation. Subject to Section 14 hereof, in the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers reasonably required and shall do everything that may be reasonably necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights. The Company shall pay or reimburse all Expenses actually and reasonably incurred by Indemnitee in connection with such subrogation.

14. Jointly Indemnifiable Claims. Given that certain Jointly Indemnifiable Claims may arise due to the relationship between the Indemnitee-Related Entities and the Company and the service of Indemnitee as a director and/or officer of the Company at the request of the Indemnitee-Related Entities, the Company acknowledges and agrees that the Company shall be fully and primarily responsible for the payment to Indemnitee in respect of indemnification and advancement of expenses in connection with any such Jointly Indemnifiable Claim, pursuant to and in accordance with the terms of this Agreement, irrespective of any right of recovery Indemnitee may have from the Indemnitee-Related Entities. Under no circumstance shall the Company be entitled to any right of subrogation or contribution by the Indemnitee-Related Entities and no right of recovery Indemnitee may have from the Indemnitee-Related Entities shall reduce or otherwise alter the rights of Indemnitee or the obligations of the Company hereunder. In the event that any of the Indemnitee-Related Entities shall make any payment to Indemnitee in respect of indemnification or advancement of Expenses with respect to any Jointly Indemnifiable Claim, the Company agrees that such payment or advancement shall not extinguish or affect in any way the rights of Indemnitee under this Agreement and further agrees that the Indemnitee-Related Entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee against the Company. Each of the Indemnitee-Related Entities shall be third-party beneficiaries with respect to this Section 14, entitled to enforce this Section 14 against the Company as though each such Indemnitee-Related Entity were a party to this Agreement.

15. No Duplication of Payments. Subject to Section 14 hereof, the Company shall not be liable under this Agreement to make any payment in connection with any Claim made against Indemnitee to the extent payment has otherwise actually been made to or on behalf of Indemnitee (under any insurance policy, or any provision of the Company's Certificate of Incorporation or the Bylaws or otherwise) of the amounts otherwise indemnifiable hereunder.

16. Defense of Claims. The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event or to assume the defense thereof, with counsel reasonably satisfactory to Indemnitee; provided that if Indemnitee believes, after consultation with counsel selected by Indemnitee, that (i) the use of counsel chosen by the Company to represent Indemnitee would present such counsel with an actual or potential conflict of interest, (ii) the named parties in any such Claim (including any impleaded parties) include both the Company, or any subsidiary of the Company, and Indemnitee and Indemnitee concludes that there may be one or more legal defenses available to him or her that are different from or in addition to those available to the Company or any subsidiary of the Company, or (iii) any such representation by such counsel would be precluded under the applicable standards of professional conduct then prevailing, then Indemnitee shall be entitled to retain separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any particular Claim) at the Company's expense. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any Claim relating to an Indemnifiable Event effected without the Company's prior written consent. The Company shall not, without the prior written consent of Indemnitee, effect any settlement of any Claim relating to an Indemnifiable Event which Indemnitee is or could have been a party unless such settlement solely involves the payment of money and includes a complete and unconditional release of Indemnitee from all liability on all claims that are the subject matter of such Claim. Neither the Company nor Indemnitee shall unreasonably withhold, condition or delay its or his or her consent to any proposed settlement; provided that Indemnitee may withhold consent to any settlement that does not provide a complete and unconditional release of Indemnitee. In no event shall Indemnitee be required to waive, prejudice or limit attorney-client privilege or work-product protection or other applicable privilege or protection.

17. No Adverse Settlement. The Company shall not seek, nor shall it agree to, consent to, support, or agree not to contest any settlement or other resolution of any Claim(s), or settlement or other resolution of any other claim, action, proceeding, demand, investigation or other matter that has the actual or purported effect of extinguishing, limiting or impairing Indemnitee's rights hereunder, including without limitation the entry of any bar order or other order, decree or stipulation, pursuant to 15 U.S.C. § 78u-4 (the Private Securities Litigation Reform Act), or any similar foreign, federal or state statute, regulation, rule or law.

18. Binding Effect, Etc. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, (including any direct or indirect successor or continuing company by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee and his or her counsel, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as an officer and/or director of the Company or of any other entity or enterprise at the Company's request.

19. Security. To the extent requested by Indemnitee and approved by the Board of Directors, the Company may at any time and from time to time provide security to Indemnitee for the obligations of the Company hereunder through an irrevocable bank line of credit, funded trust or other collateral or by other means. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of such Indemnitee.

20. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable and to give effect to the terms of this Agreement.

21. Specific Performance, Etc. The parties recognize that if any provision of this Agreement is violated by the Company, Indemnitee may be without an adequate remedy at law. Accordingly, in the event of any such violation, Indemnitee shall be entitled, if Indemnitee so elects, to institute proceedings, either in law or at equity, to obtain damages, to enforce specific performance, to enjoin such violation, or to obtain any relief or any combination of the foregoing as Indemnitee may elect to pursue.

22. Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written document delivered in person or sent by electronic mail, nationally recognized overnight courier or personal delivery, 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:

(a) If to the Company, to:

OneMain Holdings, Inc.
601 NW 2nd Street
Evansville, IN 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 10036-6522
Email: joseph.coco@skadden.com
Attn: Joseph A. Coco, Esq.

(b) If to Indemnitee, to the address set forth on Annex A hereto.

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 electronic transmission, with confirmation received, to the emails specified above (or at such other address 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.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

24. Headings. The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation thereof.

25. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such state without giving effect to the principles of conflicts of laws.

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

ONEMAIN HOLDINGS, INC.

By:

Name:
Title:

[Indemnitee]

(Back To Top)