
Section 1: SC 13D/A (SC 13D/A)

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

OneMain Holdings, Inc.

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

68268W103

(CUSIP Number)

**John F. Hartigan, Esq.
Morgan, Lewis & Bockius LLP
300 S. Grand Avenue, 22nd Floor
Los Angeles, CA 90071
(213) 612-2500**

Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 16, 2019

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule. 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. Names of Reporting Persons.
OMH (ML), L.P
-

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only
-

4. Source of Funds
AF
-

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-

6. Citizenship or Place of Organization
Delaware
-

7. Sole Voting Power
-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
-

9. Sole Dispositive Power
-

10. Shared Dispositive Power
43,581,932
-

11. Aggregate Amount Beneficially Owned by Each Reporting Person
43,581,932
-

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares
-

13. Percent of Class Represented by Amount in Row (11)
32.0%

14. Type of Reporting Person
PN

1. Names of Reporting Persons.
OMH (ML) GP, LLC

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds
AF, OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power

9. Sole Dispositive Power

10. Shared Dispositive Power
43,581,932

11. Aggregate Amount Beneficially Owned by Each Reporting Person
43,581,932

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13. Percent of Class Represented by Amount in Row (11)
32.0%

14. Type of Reporting Person
OO

1. Names of Reporting Persons.
V-OMH (ML) II, L.P
-

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only
-

4. Source of Funds
AF
-

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-

6. Citizenship or Place of Organization
Delaware
-

7. Sole Voting Power
-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
-

9. Sole Dispositive Power
-

10. Shared Dispositive Power
11,355,568
-

11. Aggregate Amount Beneficially Owned by Each Reporting Person
11,355,568
-

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares
-

13. Percent of Class Represented by Amount in Row (11)
8.3%

14. Type of Reporting Person
PN

1. Names of Reporting Persons.
V-OMH (ML) GP II, LLC

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds
AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power

9. Sole Dispositive Power

10. Shared Dispositive Power
11,355,568

11. Aggregate Amount Beneficially Owned by Each Reporting Person
11,355,568

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13. Percent of Class Represented by Amount in Row (11)
8.3%

14. Type of Reporting Person
PN

1. Names of Reporting Persons.
OMH Holdings, L.P.
-

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only
-

4. Source of Funds
AF
-

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-

6. Citizenship or Place of Organization
Delaware
-

7. Sole Voting Power
-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
54,937,500
-

9. Sole Dispositive Power
-

10. Shared Dispositive Power
54,937,500
-

11. Aggregate Amount Beneficially Owned by Each Reporting Person
54,937,500
-

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares
-

13. Percent of Class Represented by Amount in Row (11)
40.4%

14. Type of Reporting Person
PN

1. Names of Reporting Persons.
Apollo Uniform GP, LLC
-

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only
-

4. Source of Funds
AF, OO
-

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-

6. Citizenship or Place of Organization
Delaware
-

7. Sole Voting Power
-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
54,937,500
-

9. Sole Dispositive Power
-

10. Shared Dispositive Power
54,937,500
-

11. Aggregate Amount Beneficially Owned by Each Reporting Person
54,937,500
-

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares
-

13. Percent of Class Represented by Amount in Row (11)
40.4%

14. Type of Reporting Person
OO

1. Names of Reporting Persons.
Apollo Management VIII, L.P.

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds
AF, OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
54,937,500

9. Sole Dispositive Power

10. Shared Dispositive Power
54,937,500

11. Aggregate Amount Beneficially Owned by Each Reporting Person
54,937,500

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13. Percent of Class Represented by Amount in Row (11)
40.4%

14. Type of Reporting Person
PN

1. Names of Reporting Persons.
AIF VIII Management, LLC
-

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only
-

4. Source of Funds
AF, OO
-

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-

6. Citizenship or Place of Organization
Delaware
-

7. Sole Voting Power
-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
54,937,500
-

9. Sole Dispositive Power
-

10. Shared Dispositive Power
54,937,500
-

11. Aggregate Amount Beneficially Owned by Each Reporting Person
54,937,500
-

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares
-

13. Percent of Class Represented by Amount in Row (11)
40.4%

14. Type of Reporting Person
OO

1. Names of Reporting Persons.
Apollo Management, L.P.
-

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only
-

4. Source of Funds
AF, OO
-

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
-

6. Citizenship or Place of Organization
Delaware
-

7. Sole Voting Power
-

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
54,937,500
-

9. Sole Dispositive Power
-

10. Shared Dispositive Power
54,937,500
-

11. Aggregate Amount Beneficially Owned by Each Reporting Person
54,937,500
-

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares
-

13. Percent of Class Represented by Amount in Row (11)
40.4%

14. Type of Reporting Person
OO

1. Names of Reporting Persons.
Apollo Management GP, LLC

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds
AF, OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
54,937,500

9. Sole Dispositive Power

10. Shared Dispositive Power
54,937,500

11. Aggregate Amount Beneficially Owned by Each Reporting Person
54,937,500

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13. Percent of Class Represented by Amount in Row (11)
40.4%

14. Type of Reporting Person
OO

1. Names of Reporting Persons.
Apollo Management Holdings, L.P.

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds
AF, OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
54,937,500

9. Sole Dispositive Power

10. Shared Dispositive Power
54,937,500

11. Aggregate Amount Beneficially Owned by Each Reporting Person
54,937,500

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13. Percent of Class Represented by Amount in Row (11)
40.4%

14. Type of Reporting Person
PN

1. Names of Reporting Persons.
Apollo Management Holdings GP, LLC

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds
AF, OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8. Shared Voting Power
54,937,500

9. Sole Dispositive Power

10. Shared Dispositive Power
54,937,500

11. Aggregate Amount Beneficially Owned by Each Reporting Person
54,937,500

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

13. Percent of Class Represented by Amount in Row (11)
40.4%

14. Type of Reporting Person
OO

Schedule 13D/A
Amendment No. 1

The information in this Amendment No. 1 to Schedule 13D (this “First Amendment” or this “13D/A”) amends and supplements the Schedule 13D (the “Schedule 13D”) filed with the U.S. Securities and Exchange Commission (the “SEC”) by OMH Holdings, L.P. and the other Reporting Persons therein described on July 3, 2018, relating to the common stock, par value \$0.01 per share (the “Common Stock”), of OneMain Holdings, Inc. (the “Issuer”).

This First Amendment is filed, in part, to reflect that on December 16, 2019, OMH (ML), L.P. (“OMH”) and V-OMH II, L.P. (“V-OMH”)(together, the “Borrowers”) entered into a margin loan facility and in connection therewith shares of the Issuer held of record by OMH Holdings L.P. were transferred to the Borrowers to be pledged under the facility.

Except as set forth herein, the Schedule 13D remain unmodified.

Item 2. Identity and Background

Item 2 of the Schedule 13D is hereby amended and restated as follows.

This Statement on Schedule 13D is filed jointly by (i) OMH, a Delaware limited partnership (ii) OMH (ML) GP, LLC, a Delaware limited liability company (“OMH GP”); (iii) V-OMH, a Delaware limited partnership; (iv) V-OMH (ML) GP II, LLC, a Delaware limited liability company (“V-OMH GP”); (v) OMH Holdings, L.P., a Delaware limited partnership (“Holdings”); (iv) Apollo Uniform GP, LLC, a Delaware limited liability company (“Uniform GP”); (v) Apollo Management VIII, L.P., a Delaware limited partnership (“Management VIII”); (vi) AIF VIII Management, LLC, a Delaware limited liability company (“AIF VIII”); (vii) Apollo Management, L.P., a Delaware limited partnership (“Apollo Management”); (viii) Apollo Management GP, LLC, a Delaware limited liability company (“Management GP”); (ix) Apollo Management Holdings, L.P., a Delaware limited partnership (“Management Holdings”) and (x) Apollo Management Holdings GP, LLC, a Delaware limited liability company (“Management Holdings GP”). The foregoing are referred to herein collectively as the “Reporting Persons.”

The principal address for OMH, OMH GP, and Holdings is One Manhattanville Road, Suite 201, Purchase, New York 10577. The principal address for V-OMH and V-OMH GP is 901 Marquette Avenues., Suite 3300, Minneapolis, MN 55402. The principal address of each of Uniform GP, Management VIII, AIF VIII, Apollo Management, Management GP, Management Holdings, Management Holdings GP, and Messrs. Black, Harris and Rowan, is 9 W. 57th Street, 43rd Floor, New York, New York 10019.

OMH and V-OMH are principally engaged in the business of investment in securities. OMH GP and V-OMH GP are the general partners of OMH and V-OMH respectively and are principally engaged in the business of serving as the general partners of Borrowers. Holdings is principally engaged in the business of investment in securities. Uniform GP is the general partner of Holdings and is principally engaged in the business of serving as the general partner of Holdings. Holdings also is the sole limited partner of OMH and sole member of each of OMH GP and V-OMH GP. In addition, each Borrower has granted Holdings an irrevocable proxy to vote the shares of Common Stock held by such Borrower, as discussed in Item 6 below. Management VIII is the non-member manager of Uniform GP and is principally engaged as an investment adviser to private investment funds. AIF VIII is principally engaged as the general partner of Management VIII. Apollo Management, the sole member and manager of AIF VIII, is registered as an investment adviser with the Securities and Exchange Commission and is principally engaged in the business of serving as the member and manager of Apollo management entities. Management GP serves as the general partner of Apollo Management and is principally engaged in the business of serving as the general partner of Apollo Management.

Management Holdings serves as the sole member and manager of Management GP and is principally engaged in the business of serving as the sole member and manager of Management GP and other Apollo management entities. Management Holdings GP serves as the general partner of Management Holdings and is principally engaged in the business of serving as the general partner of Management Holdings.

Attached as Appendix A to Item 2 is information concerning the executive officers, managers and directors of Management Holdings GP and other entities as to which such information is required to be disclosed in response to Item 2 and General Instruction C to Schedule 13D.

None of the Reporting Persons nor any of the persons or entities referred to in Appendix A to Item 2 has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violation with respect to such laws.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated as follows:

Each of the Reporting Persons disclaims beneficial ownership of all of the shares of Common Stock included in this report, and the filing of this report shall not be construed as an admission that any such person or entity is the beneficial owner of any such securities for purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, as amended, or for any other purpose.

(a) See Items 11 and 13 on the cover page. The percentage ownership reported in Item 13 is based upon the 136,101,006 shares of Common Stock reported as outstanding in the Form 10-Q filed by the Issuer on November 1, 2019.

(b) See Items 7 through 10 on the cover page.

(c) On December 16, 2019, Holdings contributed 43,581,932 shares of Common Stock to OMH and 11,355,568 shares of Common Stock to V-OMH. Except as described above in this 13D/A, there have been no reportable transactions with respect to the Common Stock of the Issuer within the last 60 days by the Reporting Persons.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby supplemented as follows:

Contribution Agreement

On December 16, 2019, Holdings entered into a Contribution Agreement with each of OMH and V-OMH, whereby Holdings contributed 43,581,932 shares of Common Stock to OMH and 11,355,568 shares of Common Stock to V-OMH, respectively. The Contribution Agreements are included as Exhibit A to this First Amendment, and are incorporated herein by reference.

Irrevocable Proxy

On December 16, 2019, each Borrower irrevocably (to the fullest extent permitted by law) appointed Holdings as its true and lawful proxy and attorney-in-fact to vote all of the shares of Common Stock held by such Borrower at any meeting (and any adjournment or postponement thereof) of Issuer's stockholders and in connection with any written consent of Issuer's stockholders. Each Irrevocable Proxy commenced upon the contribution of Common Stock to the applicable Borrower by Holdings and will continue until beneficial ownership in all of the shares subject to such proxy is transferred by or from the applicable Borrower pursuant to an exercise of remedies in accordance with the Margin Loan Documents (as defined below). The Irrevocable Proxies are included as Exhibit B to this First Amendment, and is incorporated herein by reference.

Joinder Agreement

On December 16, 2019, Borrowers entered into a Joinder Agreement to the Amended and Restated Stockholders Agreement discussed under Item 6 of the Schedule 13D and filed as Exhibit B thereto. The Joinder Agreement is included as Exhibit C to this First Amendment, and is incorporated herein by reference.

Margin Loan Facility

As of December 16, 2019, each Borrower entered into a margin loan agreement and related documentation under which they intend to pledge all 54,937,500 shares on a non-recourse basis. The margin loan agreement contains customary default provisions and in the event of a default under the loan agreement the banks may foreclose upon any and all shares of the Company's Common Stock pledged to them.

Item 7. Material to be Filed as Exhibits

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Contribution Agreements, dated as of December 16, 2019, by OMH Holdings, L.P. and OMH (ML), L.P. and by OMH Holdings, L.P. and V-OMH (ML) II, L.P.
Exhibit B	Irrevocable Proxies, dated as of December 16, 2019, by OMH Holdings, L.P. and OMH (ML), L.P. and by OMH Holdings, L.P. and V-OMH (ML) II, L.P.
Exhibit C	Joinder Agreement to the Amended and Restated Stockholders Agreement, dated as of June 25, 2018, by and among OneMain Holdings, Inc. and OMH Holdings, L.P., executed by OMH (ML), L.P. and V-OMH (ML) II, L.P.
Exhibit D	Joint Filing Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 16, 2019

OMH HOLDINGS, L.P.

By: Apollo Uniform GP, LLC,
its general partner

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

OMH (ML), L.P.

By: OMH (ML) GP, LLC,
its general partner

By: OMH Holdings, L.P.,
its sole member

By: Apollo Uniform GP, LLC,
its general partner

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

APOLLO UNIFORM GP, LLC

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

OMH (ML) GP, LLC,

By: OMH Holdings, L.P., its sole member

By: Apollo Uniform GP, LLC,
its general partner

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

V-OMH (ML) II, L.P.

By: V-OMH (ML) GP II, LLC,
its general partner

By: OMH Holdings, L.P.,
its sole member

By: Apollo Uniform GP, LLC,
its general partner

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

V-OMH (ML) GP II, LLC,

By: OMH Holdings, L.P., its sole member

By: Apollo Uniform GP, LLC,
its general partner

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

APOLLO MANAGEMENT VIII, L.P.

By: AIF VIII Management, LLC,
its general partner

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

AIF VIII MANAGEMENT, LLC

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

APOLLO MANAGEMENT, L.P.

By: Apollo Management GP, LLC,
its general partner

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

APOLLO MANAGEMENT GP, LLC

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

APOLLO MANAGEMENT HOLDINGS, L.P.

By: Apollo Management Holdings GP, LLC,
its general partner

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

APOLLO MANAGEMENT HOLDINGS GP, LLC

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

APPENDIX A

The following sets forth information with respect to certain of the executive officers and managers of Management Holdings GP. Capitalized terms used herein without definition have the meanings assigned thereto in the Schedule 13D to which this Appendix A relates.

The managers and principal executive officers of Management Holdings GP are Messrs. Leon D. Black, Joshua Harris and Marc Rowan. The principal occupation of each of Messrs. Black, Harris and Rowan is to act as executive officers and managers of Management Holdings GP and other related investment managers and advisors.

The business address of each of Messrs. Black, Harris and Rowan is c/o Apollo Management, L.P., 9 West 57th Street, New York, New York 10019. Messrs. Black, Harris and Rowan are each a citizen of the United States. Each of Messrs. Black, Harris and Rowan disclaims beneficial ownership of the Common Stock reported as beneficially owned by the Reporting Persons.

[\(Back To Top\)](#)

Section 2: EX-99.A (EXHIBIT A)

Exhibit A

CONTRIBUTION AGREEMENT

OMH (ML), L.P.

This CONTRIBUTION AGREEMENT (this “*Agreement*”) dated as of December 16, 2019, is made by and between OMH (ML), L.P. (“*Transferee*”), and OMH HOLDINGS, L.P. (“*Transferor*”).

WHEREAS, Transferor owns 54,937,500 shares of common stock, par value \$0.01 per share, (the “*OMF Shares*”) of OneMain Holdings, Inc.; and

WHEREAS, Transferor desires to contribute to Transferee, and Transferee desires to receive from Transferor, 43,581,932 of the OMF shares (the “*Contributed OMF Shares*”).

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Contribution.** Transferor hereby contributes to Transferee, and Transferee hereby accepts from Transferor, the Contributed OMF Shares.
2. **Acknowledgement of Consideration.** The parties hereto hereby acknowledge and agree that each party is receiving substantial economic and non-economic benefits in connection with this Agreement.
3. **Miscellaneous.**
 - a. **Amendments and Waivers.** Amendments or modifications to this Agreement may only be made, and compliance with any term, covenant, agreement, condition or provision set forth herein may only be omitted or waived (either generally or in a particular instance and either retroactively or prospectively), upon the written consent of Transferor and Transferee. This Agreement constitutes the full and complete agreement of the parties with respect to the subject matter hereof and thereof.
 - b. **Governing Law.** This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of Delaware without regard to its choice of law rules. Each of the parties hereto hereby irrevocably submits to the sole and exclusive jurisdiction of the Courts of the State of Delaware, or to the extent any such court does not have subject matter jurisdiction, any federal court sitting in the State of Delaware, with regard to any action or proceeding hereunder, for itself and in respect of its property, generally and unconditionally, agrees that it will not bring any action relating to this Agreement in any court other than the aforesaid courts, waives any objection to the laying of venue of any such litigation in the aforesaid courts and agrees not to plead or claim in any aforesaid court that such litigation brought therein has been brought in any inconvenient forum.
 - c. **Assignment.** This Agreement shall be binding upon Transferor and Transferee and each of their respective successors and permitted assigns.
 - d. **Third-Party Beneficiaries.** No provision of this Agreement shall create any third party beneficiary rights in any other

person or entity.

e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

f. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

g. Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

[SIGNATURE PAGE FOLLOWS]

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

TRANSFEROR:

OMH HOLDINGS, L.P.

By: Apollo Uniform GP, LLC, its general partner

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

[Signature Page to Contribution Agreement]

TRANSFeree:

OMH (ML), L.P.

By: OMH (ML) GP, LLC, its general partner

By: OMH Holdings, L.P., its sole member

By: Apollo Uniform GP, LLC, its general partner

By: /s/ William B. Kuesel

Name: Willam B. Kuesel

Title: Vice President

[Signature Page to Contribution Agreement]

CONTRIBUTION AGREEMENT

V-OMH (ML) II, L.P.

This CONTRIBUTION AGREEMENT (this “*Agreement*”) dated as of December 16, 2019, is made by and between V-OMH (ML) II, L.P. (“*Transferee*”), and OMH HOLDINGS, L.P. (“*Transferor*”).

WHEREAS, Transferor owns 54,937,500 shares of common stock, par value \$0.01 per share, (the “*OMF Shares*”) of OneMain Holdings, Inc.; and

WHEREAS, Transferor desires to contribute to Transferee, and Transferee desires to receive from Transferor, 11,355,568 of the OMF shares (the “*Contributed OMF Shares*”).

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Contribution. Transferor hereby contributes to Transferee, and Transferee hereby accepts from Transferor, the Contributed OMF Shares.
 2. Acknowledgement of Consideration. The parties hereto hereby acknowledge and agree that each party is receiving substantial economic and non-economic benefits in connection with this Agreement.
 3. Miscellaneous.
 - a. Amendments and Waivers. Amendments or modifications to this Agreement may only be made, and compliance with any term, covenant, agreement, condition or provision set forth herein may only be omitted or waived (either generally or in a particular instance and either retroactively or prospectively), upon the written consent of Transferor and Transferee. This Agreement constitutes the full and complete agreement of the parties with respect to the subject matter hereof and thereof.
 - b. Governing Law. This Agreement shall be construed, interpreted, enforced and governed by and under the laws of the State of Delaware without regard to its choice of law rules. Each of the parties hereto hereby irrevocably submits to the sole and exclusive jurisdiction of the Courts of the State of Delaware, or to the extent any such court does not have subject matter jurisdiction, any federal court sitting in the State of Delaware, with regard to any action or proceeding hereunder, for itself and in respect of its property, generally and unconditionally, agrees that it will not bring any action relating to this Agreement in any court other than the aforesaid courts, waives any objection to the laying of venue of any such litigation in the aforesaid courts and agrees not to plead or claim in any aforesaid court that such litigation brought therein has been brought in any inconvenient forum.
 - c. Assignment. This Agreement shall be binding upon Transferor and Transferee and each of their respective successors and permitted assigns.
 - d. Third-Party Beneficiaries. No provision of this Agreement shall create any third party beneficiary rights in any other person or entity.
-

e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

f. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

g. Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

[SIGNATURE PAGE FOLLOWS]

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

TRANSFEROR:

OMH HOLDINGS, L.P.

By: Apollo Uniform GP, LLC, its general partner

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

[Signature Page to Contribution Agreement]

TRANSFeree:

V-OMH (ML) II, L.P.

By: V-OMH (ML) GP II, LLC, its general partner

By: OMH Holdings, L.P., its sole member

By: Apollo Uniform GP, LLC, its general partner

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

[Signature Page to Contribution Agreement]

[\(Back To Top\)](#)

Section 3: EX-99.B (EXHIBIT B)

Exhibit B

IRREVOCABLE PROXY

(Shares of OneMain Holdings, Inc.)

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned (the “**Stockholder**”) hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes OMH Holdings, L.P. (the “**Proxy Holder**”), with full power of substitution (subject to receipt of any required regulatory approvals with respect to any such substitution), as its true and lawful proxy and attorney-in-fact to vote all of the shares of common stock, par value \$0.01 per share, of OneMain Holdings, Inc. (such shares of common stock, the “**Shares**” and such corporation, “**OneMain**”) at any meeting (and any adjournment or postponement thereof) of OneMain’s stockholders and in connection with any written consent of OneMain’s stockholders.

The proxy and power of attorney granted herein (the “**Proxy**”) shall be irrevocable during the Proxy Term (as defined below) (irrespective of whether the Proxy Holder remains or ceases to be a limited partner of the Stockholder or ceases to control the general partner of the Stockholder during the Proxy Term), shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy, and shall revoke all prior proxies granted by the Stockholder (if any) with respect to the Shares.

The Proxy Holder shall exercise the Proxy with respect to the Shares during the Proxy Term, and during the Proxy Term the Proxy Holder shall have the right to vote the Shares at any meeting of OneMain’s stockholders and in any action by written consent of OneMain’s stockholders and to otherwise exercise all such voting and/or consent rights with respect to the Shares. Unless expressly requested by the Proxy Holder in writing and subject to any required regulatory approvals, the Stockholder shall not vote all or any portion of the Shares at any such meeting or in connection with any such written consent of stockholders or otherwise exercise any rights with respect to the Shares. During the Proxy Term, the vote, written consent or other action by the Proxy Holder shall control in any conflict between a vote of or written consent or other action with respect to the Shares by the Proxy Holder, and a vote of or written consent or other action by the Stockholder with respect to the Shares.

The Stockholder shall execute and deliver all further documents and take all other actions as may be required by OneMain’s bylaws or other governing documents to effectuate the Proxy. The Stockholder covenants and agrees that, while the Proxy is in effect with respect to any of the Shares, and except as contemplated by the Proxy, not to enter into any voting agreements with any other Person, whether by proxy, voting agreement or other voting arrangement with respect to the Shares, and any attempt to do so shall be void.

The Proxy shall commence as of the date the Stockholder acquires any Shares and shall continue with respect to any Shares held by the Stockholder until beneficial ownership in such Shares is transferred by or from the Stockholder pursuant to an exercise of remedies in accordance with the Margin Loan Documentation (as defined below) (the “**Proxy Term**”). All decisions, actions, consents and instructions of the Proxy Holder in respect of the exercise of the Proxy shall be final and binding upon the Stockholder, and no person shall have any right to object, dissent, protest or otherwise contest the same. For the avoidance of doubt, this Proxy and power

of attorney granted herein shall not grant beneficial ownership or legal title in the Shares to the Proxy Holder.

No provision of this Proxy may be amended or waived unless such amendment or waiver is in writing and signed by the Stockholder and Proxy Holder.

“Margin Loan Documentation” has the meaning set forth in the Margin Loan Agreement dated as of December 16, 2019 (as it may be amended or modified from time to time) among the Stockholder, OMH (ML) GP, LLC, the lenders party thereto and Citibank, N.A., as Administrative Agent and Calculation Agent (as defined therein).

[Signature Page follows]

IN WITNESS WHEREOF, the undersigned has executed this irrevocable proxy as of this 16th day of December 2019.

OMH (ML), L.P.

By OMH (ML) GP, LLC, its general partner

By: OMH Holdings, L.P., its sole member

By: Apollo Uniform GP, LLC, its general partner

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

IRREVOCABLE PROXY**(Shares of OneMain Holdings, Inc.)**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned (the “**Stockholder**”) hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes OMH Holdings, L.P. (the “**Proxy Holder**”), with full power of substitution (subject to receipt of any required regulatory approvals with respect to any such substitution), as its true and lawful proxy and attorney-in-fact to vote all of the shares of common stock, par value \$0.01 per share, of OneMain Holdings, Inc. (such shares of common stock, the “**Shares**” and such corporation, “**OneMain**”) at any meeting (and any adjournment or postponement thereof) of OneMain’s stockholders and in connection with any written consent of OneMain’s stockholders.

The proxy and power of attorney granted herein (the “**Proxy**”) shall be irrevocable during the Proxy Term (as defined below) (irrespective of whether the Proxy Holder remains or ceases to be a limited partner of the Stockholder or ceases to control the general partner of the Stockholder during the Proxy Term), shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy, and shall revoke all prior proxies granted by the Stockholder (if any) with respect to the Shares.

The Proxy Holder shall exercise the Proxy with respect to the Shares during the Proxy Term, and during the Proxy Term the Proxy Holder shall have the right to vote the Shares at any meeting of OneMain’s stockholders and in any action by written consent of OneMain’s stockholders and to otherwise exercise all such voting and/or consent rights with respect to the Shares. Unless expressly requested by the Proxy Holder in writing and subject to any required regulatory approvals, the Stockholder shall not vote all or any portion of the Shares at any such meeting or in connection with any such written consent of stockholders or otherwise exercise any rights with respect to the Shares. During the Proxy Term, the vote, written consent or other action by the Proxy Holder shall control in any conflict between a vote of or written consent or other action with respect to the Shares by the Proxy Holder, and a vote of or written consent or other action by the Stockholder with respect to the Shares.

The Stockholder shall execute and deliver all further documents and take all other actions as may be required by OneMain’s bylaws or other governing documents to effectuate the Proxy. The Stockholder covenants and agrees that, while the Proxy is in effect with respect to any of the Shares, and except as contemplated by the Proxy, not to enter into any voting agreements with any other Person, whether by proxy, voting agreement or other voting arrangement with respect to the Shares, and any attempt to do so shall be void.

The Proxy shall commence as of the date the Stockholder acquires any Shares and shall continue with respect to any Shares held by the Stockholder until beneficial ownership in such Shares is transferred by or from the Stockholder pursuant to an exercise of remedies in accordance with the Margin Loan Documentation (as defined below) (the “**Proxy Term**”). All decisions, actions, consents and instructions of the Proxy Holder in respect of the exercise of the Proxy shall be final and binding upon the Stockholder, and no person shall have any right to object, dissent, protest or otherwise contest the same. For the avoidance of doubt, this Proxy and power

of attorney granted herein shall not grant beneficial ownership or legal title in the Shares to the Proxy Holder.

No provision of this Proxy may be amended or waived unless such amendment or waiver is in writing and signed by the Stockholder and Proxy Holder.

“Margin Loan Documentation” has the meaning set forth in the Margin Loan Agreement dated as of December 16, 2019 (as it may be amended or modified from time to time) among the Stockholder, V-OMH (ML) GP II, LLC, the lenders party thereto and Citibank, N.A., as Administrative Agent and Calculation Agent (as defined therein).

[Signature Page follows]

IN WITNESS WHEREOF, the undersigned has executed this irrevocable proxy as of this 16th day of December 2019.

V-OMH (ML) II, L.P.

By V-OMH (ML) GP II, LLC, its general partner

By: OMH Holdings, L.P., its sole member

By: Apollo Uniform GP, LLC, its general partner

By /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

[\(Back To Top\)](#)

Section 4: EX-99.C (EXHIBIT C)

Exhibit C

JOINDER

This JOINDER (this "Joinder") is executed this 16th day of December 2019, by OMH (ML), L.P., a Delaware limited partnership ("OMH (ML)"), and V-OMH (ML) II, L.P., a Delaware limited partnership ("V-OMH (ML) II"), and together with OMH (ML), each a "Transferee" and together the "Transferees", pursuant to the terms of that certain Amended and Restated Stockholders Agreement, by and between OneMain Holdings, Inc., a Delaware corporation (the "Company"), and OMH Holdings, L.P., a Delaware limited partnership (the "Transferor"), dated as of June 25, 2018 (as amended, restated, supplemented or otherwise modified from time to time in accordance therewith, the "Stockholders Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stockholders Agreement.

Statement of Purpose

WHEREAS, the Company and the Transferor entered into the Stockholders Agreement to impose certain restrictions and obligations upon themselves, and to provide certain rights and obligations, with respect to the Company and Company Securities then or thereafter owned by the Transferor and its Permitted Transferees;

WHEREAS, pursuant to Section 2.01 of the Stockholders Agreement, a Permitted Transferee shall become a Stockholder under the Stockholders Agreement, 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 the Stockholders Agreement (including the provisions of Article 4 with respect to the Company Securities being transferred to such transferee);

WHEREAS, the Transferor has transferred to the Transferees collectively all of the shares of the Company's common stock ("Common Stock") previously owned by Transferor;

WHEREAS, in connection with the transfer of the Common Stock from the Transferor to the Transferees, each of the Transferees will execute an irrevocable proxy appointing Transferor as its attorney-in-fact to vote all of the Common Stock at any meeting of the Company and to otherwise exercise all voting and/or consent rights with respect to the Common Stock;

WHEREAS, the each of the Transferees, as an Affiliate of the Transferor, is a Permitted Transferee of the Transferor under the Stockholders Agreement; and

WHEREAS, in accordance with Section 2.01 of the Stockholders Agreement, each of the Transferees desires to execute this Joinder to become a Stockholder under the Stockholders Agreement.

NOW, THEREFORE, the Transferees acknowledge and agree as follows:

1. Each of the Transferees has received and read the Stockholders Agreement and acknowledge that the Transferees are collectively acquiring 54,937,500 shares of Common Stock (the "Transferred Shares") as set forth on Exhibit A, subject to the terms and conditions of the Stockholders Agreement. The Transferred Shares represent the entirety of the Common Stock formerly held by the Transferor. Each of the Transferees hereby accepts the Transferred Shares and assumes and agrees to perform and discharge all of the duties and obligations of a Stockholder under the Stockholders Agreement with respect to the Transferred Shares and any additional shares of Common Stock hereafter acquired by the Transferees.
-

2. The Transferees hereby agree that the Transferees, and the Transferred Shares acquired or to be acquired by the Transferees, are bound by, and subject to, all of the terms and conditions of the Stockholders Agreement, and the Transferees hereby join in, and agree to be bound by, and shall have the benefit of, and shall be subject to all obligations under, all of the terms and conditions of the Stockholders Agreement (including, for the avoidance of doubt, Sections 3.01, 3.02 and 3.03 of the Stockholders Agreement, in accordance with Section 6.07 of the Stockholders Agreement) to the same extent as if the Transferees were original parties to the Stockholders Agreement. This Joinder Agreement shall be attached to and become a part of the Stockholders Agreement.

3. Any written notice required by the Stockholders Agreement shall be given to each Transferee at the address listed beneath such Transferee's signature below.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Joinder as of the date first written above.

OMH (ML), L.P.

By: OMH (ML) GP, LLC, its general partner

By: OMH Holdings, L.P., its sole member,

By: Apollo Uniform GP, LLC, its general partner

Signature: /s/ William B. Kuesel
Print Name: William B. Kuesel
Print Title: Vice President & Assistant Secretary

Address:

c/o Apollo Management VIII, L.P.
9 West 57th Street, 43rd Floor
New York, New York 10019
Email: mmichelini@apollo.com; bkuesel@apollo.com
Attention: Matthew Michelini; William B. Kuesel

V-OMH (ML) II, L.P.

By: V-OMH (ML) GP II, LLC, its general partner

Signature: /s/ Aneek Mamik
Print Name: Aneek Mamik
Print Title: Vice President

Address:

Värde Partners, Inc.
901 Marquette Avenue S., Suite 3300
Minneapolis, MN 55402
Email: legalnotices@varde.com
Attention: Legal Department

and

510 Madison Avenue
12th Floor, Suite B
New York, NY 10022
Email: amamik@varde.com
Attention: Aneek Mamik

[Signature Page to Joinder to Stockholders Agreement]

Exhibit A

Transferred Shares

<u>Transferee</u>	<u>Number of Shares</u>
OMH (ML), L.P.	43,581,932
V-OMH (ML) II, L.P.	11,355,568

[Signature Page to Joinder to Stockholders Agreement]

[\(Back To Top\)](#)

Section 5: EX-99.D (EXHIBIT D)

EXHIBIT D

JOINT FILING AGREEMENT
OneMain Holdings, Inc.

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned hereby confirm the agreement by and among them to the joint filing on behalf of them of the Statement on Schedule 13D and any and all further amendments thereto, with respect to the securities of the above referenced issuer, and that this Agreement be included as an Exhibit to such filing. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of December 16, 2019.

OMH HOLDINGS, L.P.

By: Apollo Uniform GP, LLC,
its general partner

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

OMH (ML), L.P.

By: OMH (ML) GP, LLC,
its general partner

By: OMH Holdings, L.P.,
its sole member

By: Apollo Uniform GP, LLC,
its general partner

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

APOLLO UNIFORM GP, LLC

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

OMH (ML) GP, LLC,

By: OMH Holdings, L.P., its sole member

By: Apollo Uniform GP, LLC,
its general partner

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

V-OMH (ML) II, L.P.

By: V-OMH (ML) GP II, LLC,
its general partner

By: OMH Holdings, L.P.,
its sole member

By: Apollo Uniform GP, LLC,
its general partner

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

V-OMH (ML) GP II, LLC,

By: OMH Holdings, L.P., its sole member

By: Apollo Uniform GP, LLC,
its general partner

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

APOLLO MANAGEMENT VIII, L.P.

By: AIF VIII Management, LLC,
its general partner

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

AIF VIII MANAGEMENT, LLC

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

APOLLO MANAGEMENT, L.P.

By: Apollo Management GP, LLC,
its general partner

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

APOLLO MANAGEMENT GP, LLC

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

APOLLO MANAGEMENT HOLDINGS, L.P.

By: Apollo Management Holdings GP, LLC,
its general partner

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

APOLLO MANAGEMENT HOLDINGS GP, LLC

By: /s/ William B. Kuesel

Name: William B. Kuesel

Title: Vice President

[\(Back To Top\)](#)