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

**UNITED STATES**
**SECURITIES AND EXCHANGE COMMISSION**
**WASHINGTON, D.C. 20549**

# FORM 8-K

**CURRENT REPORT**
**PURSUANT TO SECTION 13 OR 15(d) OF THE**
**SECURITIES EXCHANGE ACT OF 1934**
**DATE OF REPORT (Date of earliest event reported): May 9, 2019 (May 7, 2019)**

# OneMain Holdings, Inc.

**(Exact name of registrant as specified in its charter)**

| Delaware | 1-36129 | 27-3379612 |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (I.R.S. Employer Identification No.) |

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

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

**(Former name or former address, if changed since last report)**

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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. ☐

**Securities registered pursuant to Section 12(b) of the Act:**

| Title of each class | Trading Symbol | Name of each exchange on which registered |
|---|---|---|
| **Common Stock, par value $0.01 per share** | **OMF** | **New York Stock Exchange** |

**Item 1.01. Entry into a Material Definitive Agreement**.

*Underwriting Agreement*

On May 7, 2019, OneMain Holdings, Inc. ("OMH," "we," "us" or "our"), as a guarantor, entered into an underwriting agreement (the "Underwriting Agreement") with Springleaf Finance Corporation, an indirect subsidiary of OMH ("SFC"), as the issuer, and Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives of the several underwriters named therein (the "Underwriters"), relating to the issuance and sale by SFC of $800.0 million aggregate principal amount of SFC's 6.625% Senior Notes due 2028 (the "Notes") in an underwritten public offering made pursuant to a registration statement and related prospectus supplement filed with the Securities and Exchange Commission (the "SEC"). As further described below, the offering closed on May 9, 2019.

The Underwriting Agreement includes customary representations, warranties and covenants by each of SFC and OMH. It also provides for customary indemnification by each of SFC, OMH and the Underwriters against certain liabilities and customary contribution provisions in respect of those liabilities.

The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Underwriting Agreement, a copy of which is filed as Exhibit 1.1 to this Current Report on Form 8-K and is incorporated herein by reference.

SFC intends to use the net proceeds from the offering for general corporate purposes, which may include debt repurchases and repayments.

Some of the Underwriters and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us, our subsidiaries or our affiliates, including SFC. They have received, or may in the future receive, customary fees and commissions for these transactions. Some of the underwriters and their affiliates have entered into, and may in the future enter into, financing arrangements (including offerings of asset-backed notes) in which they act as initial purchaser or serve as lender to us, our subsidiaries or our affiliates, including SFC.

*Supplemental Indenture*

On May 9, 2019, SFC issued the Notes under an Indenture, dated as of December 3, 2014 (the "Base Indenture"), with OMH, as guarantor, and Wilmington Trust, National Association, as trustee (the "Trustee"), as supplemented by an Eighth Supplemental Indenture, dated as of May 9, 2019 (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), among SFC, OMH and the Trustee, pursuant to which OMH provided a guarantee of the Notes. The Notes were offered pursuant to a Prospectus Supplement, dated May 7, 2019, to the Prospectus, dated November 7, 2017, filed as part of SFC's Registration Statement on Form S-3 (Registration No. 333-221391) filed with the SEC. The Notes are guaranteed on an unsecured basis by OMH.

The Notes will mature on January 15, 2028 and bear interest at a rate of 6.625% per annum, payable semiannually in arrears on January 15 and July 15 of each year, beginning on January 15, 2020. The Notes are SFC's senior unsecured obligations and rank equally in right of payment to all of its other existing and future unsubordinated indebtedness from time to time outstanding. The Notes are guaranteed by us and will not be guaranteed by any of SFC's subsidiaries, including OneMain Financial Holdings, LLC, or any other party. The Notes are effectively subordinated to all of SFC's secured obligations to the extent of the value of the assets securing such obligations, structurally subordinated to all existing and future liabilities of our subsidiaries (other than SFC), and rank senior in right of payment to all existing and future subordinated indebtedness of OMH.

The Notes may be redeemed, in whole or in part, at SFC's option, at any time or from time to time (i) prior to July 15, 2027 (six months prior to the maturity date of the Notes), at a "make-whole" redemption price specified in the Indenture, and (ii) on and after July 15, 2027 (six months prior to the maturity date of the Notes), at a redemption price equal to 100% of the principal amount of the Notes being redeemed, in each case plus accrued and unpaid interest on such principal amount to, but not including, the applicable redemption date. The Notes will not have the benefit of any sinking fund.

The Indenture contains covenants that, among other things, limit SFC's ability to create liens on assets and restrict SFC's ability to consolidate, merge or sell its assets. The Indenture also provides for customary events of default (subject in certain cases to customary grace and cure periods), which include nonpayment, breach of covenants in the Indenture and certain events of bankruptcy and insolvency. Generally, if an event of default occurs, the Trustee or holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare the principal amount of all the Notes to be due and payable immediately.

The foregoing description of the Indenture and the Notes does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Indenture and Supplemental Indenture (and form of 6.625% Senior Notes due 2028 included therein as Exhibit A), copies of which are filed as Exhibits 4.1 and 4.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference. In connection with the issuance of the Notes, Jack R. Erkilla, Esq., Senior Vice President, Deputy General Counsel and Secretary of SFC, and Sidley Austin LLP provided SFC with the legal opinions filed as Exhibits 5.1 and 5.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**.

The disclosure provided in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 2.03.

**Item 9.01. Financial Statements and Exhibits**.

(d) Exhibits

| Exhibit Number | Description |
|---|---|
| *1.1 | Underwriting Agreement, dated as of May 7, 2019, among Springleaf Finance Corporation, OneMain Holdings, Inc., and Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives of the several underwriters named therein. |
| 4.1 | Indenture relating to the Notes, dated as of December 3, 2014, among Springleaf Finance Corporation, OneMain Holdings, Inc. and Wilmington Trust, National Association, as trustee, as filed with the SEC on December 3, 2014 as Exhibit 4.1 to OMH's Current Report on Form 8-K (File No. 1-36129), and incorporated herein by reference. |
| *4.2 | Eighth Supplemental Indenture relating to the Notes, dated as of May 9, 2019, among Springleaf Finance Corporation, OneMain Holdings, Inc. and Wilmington Trust, National Association, as trustee (including the form of 6.625% Senior Notes due 2028 included therein as Exhibit A). |
| *5.1 | Opinion of Jack R. Erkilla, Esq. |
| *5.2 | Opinion of Sidley Austin LLP. |
| *23.1 | Consent of Jack R. Erkilla, Esq. (included as part of Exhibit 5.1 hereto). |
| *23.2 | Consent of Sidley Austin LLP (included as part of Exhibit 5.2 hereto). |

* Filed herewith.

**Signatures**

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

ONEMAIN HOLDINGS, INC.

By: /s/ Micah R. Conrad
Name: Micah R. Conrad
Title: Executive Vice President and Chief Financial Officer

Date: May 9, 2019

(Back To Top)

# Section 2: EX-1.1 (EXHIBIT 1.1)

**Exhibit 1.1**

***EXECUTION VERSION***

**UNDERWRITING AGREEMENT**

May 7, 2019

Morgan Stanley & Co. LLC
RBC Capital Markets, LLC
as Representatives of the Underwriters

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

Ladies and Gentlemen:

**Introductory.** Springleaf Finance Corporation, an Indiana corporation (the "**Company**"), proposes to issue and sell to Morgan Stanley & Co. LLC ("**Morgan Stanley**"), RBC Capital Markets, LLC ("**RBCCM**") and the other several Underwriters named in Schedule A (the "**Underwriters**"), acting severally and not jointly, the respective amounts set forth in Schedule A of $800,000,000 aggregate principal amount of the Company's 6.625% Senior Notes due 2028 (the "**Securities**"). The Notes will be guaranteed (the "**Guarantee**") by OneMain Holdings, Inc. (formerly Springleaf Holdings, Inc.), a Delaware corporation (the "**Guarantor**" or "**Parent**"), the indirect parent company of the Company. Morgan Stanley and RBCCM have agreed to act as the representatives of the several Underwriters (the "**Representatives**") in connection with the offering and sale of the Securities.

The Company expects to use the proceeds from the offering for general corporate purposes, which may include debt repurchases and repayments.

The Securities will be issued pursuant to an indenture, dated as of December 3, 2014 (the "**Base Indenture**"), among the Company, the Guarantor and Wilmington Trust, N.A., as trustee (the "**Trustee**"). Certain terms of the Securities will be established pursuant to a supplemental indenture dated as of May 9, 2019 (the "**Supplemental Indenture**") to the Base Indenture (together with the Base Indenture, the "**Indenture**").

This Agreement, the Securities and the Indenture are referred to herein as the "**Transaction Documents**."

The Company hereby confirms its agreements with the Underwriters as follows:

SECTION 1. **Representations and Warranties.** The Company and the Guarantor hereby jointly and severally represent, warrant and covenant to each Underwriter that, as of the date hereof and as of the Closing Date (as defined below) (references in this Section 1 to the "Prospectus" are to (x) the Disclosure Package in the case of representations and warranties made as of the date hereof and (y) the Prospectus in the case of representations and warranties made as of the Closing Date):

(a) **Registration Statement and Prospectus**. The Company has prepared and filed with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form S-3 (File No. 333-221391-01), which contains a base prospectus (the "**Base Prospectus**"), to be used in connection with the public offering and sale of the Securities. Such registration statement, as amended, including the financial statements, exhibits and schedules thereto, at each time of effectiveness under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Securities Act**"), including any required information deemed to be a part thereof at the time of

effectiveness pursuant to Rule 430B or 430C under the Securities Act or the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Exchange Act**"), is called the "**Registration Statement**." Any registration statement filed by the Company pursuant to Rule 462(b) under the Securities Act is called the "**Rule 462(b) Registration Statement**," and from and after the date and time of filing of the Rule 462(b) Registration Statement the term "**Registration Statement**" shall include the Rule 462(b) Registration Statement. Any preliminary prospectus supplement relating to the Securities that is filed with the Commission pursuant to Rule 424(b), together with the Base Prospectus, is hereafter called a "**Preliminary Prospectus**." The term "**Prospectus**" shall mean the final prospectus supplement relating to the Securities that is first filed pursuant to Rule 424(b) after the date and time that this Agreement is executed and delivered by the parties hereto, including the Base Prospectus. Any reference herein to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act; any reference to any amendment or supplement to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed after the date of such Preliminary Prospectus or Prospectus, as the case may be, under the Exchange Act.

(b) **Compliance with Registration Requirements**. The Company meets the requirements for use of Form S-3 under the Securities Act. The Registration Statement has become effective upon filing with the Commission under the Securities Act. No stop order suspending the effectiveness of the Registration Statement is in effect, the Commission has not issued any order or notice preventing or suspending the use of the Registration Statement, any Preliminary Prospectus or the Prospectus and no proceedings for such purpose or pursuant to Section 8A of the Securities Act have been instituted or are pending or, to the knowledge of the Company and the Guarantors, are threatened by the Commission.

Each of the Preliminary Prospectus and the Prospectus when filed complied in all material respects with the Securities Act. Each of the Registration Statement and any post-effective amendment thereto, at each time of effectiveness, complied in all material respects with the Securities Act and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading. The Prospectus, as amended or supplemented, as of its date, at the time of any filing pursuant to Rule 424(b) and, at the Closing Date, did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties set forth in the two immediately preceding sentences do not apply to statements in or omissions from the Registration Statement or any post-effective amendment thereto, or the Preliminary Prospectus or the Prospectus, or any amendments or supplements thereto, made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by the Representatives consists of the information described as such in Section 8(b) hereof.

The documents incorporated or deemed to be incorporated by reference in the Prospectus at the time they were or hereafter are filed with the Commission (collectively, the "**Incorporated Documents**") complied and will comply in all material respects with the requirements of the Exchange Act. Each such Incorporated Document, when taken together with the Registration Statement as of its date, when taken together with the Disclosure Package, did not as of the Applicable Time and, when taken together with the Prospectus, will not at the Closing Date contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) **Well-Known Seasoned Issuer**. (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Securities Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) of the Securities Act) made any offer relating to the Securities in reliance on the exemption of Rule 163 of the Securities Act, and (iv) at the Applicable Time (with such date and time being used as the determination date for purposes of this clause (iv)), the Parent was and is a "well-known seasoned issuer" as defined in Rule 405 of the Securities Act. The Registration Statement is an "automatic shelf registration statement," as defined in Rule 405 of the Securities Act that has been filed with the Commission not earlier than three years prior to the Closing Date; the Parent has not received from the Commission any notice pursuant to Rule 401(g)(2) of the Securities Act objecting to use of the automatic shelf registration statement form; and the Parent has not otherwise ceased to be eligible to use the automatic shelf registration form.

(d) **Disclosure Package**. The term "**Disclosure Package**" shall mean (i) the Preliminary Prospectus, if any, as amended or supplemented and (ii) each "free writing prospectus" as defined in Rule 405 of the Securities Act (each, an "**Issuer Free Writing Prospectus**"), if any, identified in Schedule C hereto. As of the first time when sales of the Securities are made (the "**Applicable Time**"), the Disclosure Package did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

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

(f) **Issuer Free Writing Prospectuses**. No Issuer Free Writing Prospectus conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified. Pursuant to Rule 433(d)(8)(i), no filing of any "road show" (as defined in Rule 433(h)) is required in connection with the offering of the Securities.

(g) **Underwriting Agreement**. This Agreement has been duly executed, authorized and delivered by the Company and the Guarantor.

(h) **Authorization of the Securities.** The Securities to be purchased by the Underwriters from the Company will on the Closing Date be in the form contemplated by the Indenture, have been duly authorized for issuance and sale pursuant to this Agreement and the Indenture and, at the Closing Date, will have been duly executed by the Company and, when authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether considered in a proceeding in equity or at law) (the "**Enforceability Limitations**") and will be entitled to the benefits of the Indenture.

(i) **Authorization of the Indenture.** The Base Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**"), and, at the Closing Date, the Supplemental Indenture will have been duly qualified under the Trust Indenture Act. The Base Indenture has been duly authorized, executed and delivered by the Company and the Guarantor and constitutes a valid and binding agreement of the Company and the Guarantor, enforceable against the Company and the Guarantor in accordance with its terms, except as the enforcement thereof may be limited by the Enforceability Limitations. The Supplemental Indenture has been duly authorized by the Company and the Guarantor and, at the Closing Date, will have been duly executed and delivered by the Company and the Guarantor and will constitute a valid and binding agreement of the Company and the Guarantor, enforceable against the Company and the Guarantor in accordance with its terms, except as the enforcement thereof may be limited by the Enforceability Limitations.

(j) **Description of the Transaction Documents.** The Transaction Documents will each conform in all material respects to the respective statements relating thereto contained in the Prospectus.

(k) **No Material Adverse Change**. Except as otherwise disclosed in the Prospectus (exclusive of any amendment or supplement thereto), subsequent to the respective dates as of which information is given in the Prospectus (exclusive of any amendment or supplement thereto); there has not been any development that could reasonably be expected to result in any material increase in the consolidated long-term debt of the Company or the Guarantor (other than the issuance of debt in securitizations that are non-recourse to the Company and its subsidiaries or the Guarantor (other than special purpose securitization vehicle issuing such debt)) or any material adverse change in or affecting the business, consolidated financial position, shareholders' equity or results of operations of the Company and its consolidated subsidiaries, considered as one entity (any such change is called a "**Material Adverse Change**").

(l) **Independent Accountant**. PricewaterhouseCoopers LLP, which expressed its opinion with respect to the financial statements (which term as used in this Agreement includes the related schedules and notes) of the Company and Parent filed with the Commission and incorporated by reference in the Prospectus, is an independent registered public accounting firm within the meaning of the Securities Act, the Exchange Act and the rules of the Public Company Accounting Oversight Board.

(m) **Preparation of the Financial Statements**. The financial statements, together with the related schedules and notes, included in or incorporated by reference into the Registration Statement and included or incorporated by reference in the Disclosure Package and the Prospectus present fairly in all material respects the consolidated financial position of the entities to which they relate as of and at the dates indicated and the results of their operations and cash flows for the periods specified. Such financial statements in all material respects have been prepared in conformity with generally accepted accounting principles as applied in the United States ("**GAAP**") applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto or in the Preliminary Prospectus and the Prospectus. The financial data set forth in the Prospectus under the captions "Summary—Summary Consolidated Historical Financial Data of OMH and its Subsidiaries" and "Summary—Summary Consolidated Historical Financial Data of SFC and its Subsidiaries" fairly present the information set forth therein on a basis consistent with that of the audited financial statements incorporated by reference into the Prospectus except as otherwise stated therein. The statistical and market-related data and forward-looking statements included in or incorporated by reference into the Prospectus are based on or derived from sources that the Company and its consolidated subsidiaries believe to be reliable and accurate in all material respects and represent their good faith estimates that are made on the basis of data derived from such sources. The pro forma condensed consolidated financial statements of the Company and its subsidiaries and the related notes thereto included or incorporated by reference in each of the Preliminary Prospectus, the Prospectus and the Registration Statement present fairly in all material respects the information contained therein, have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements and have been properly presented on the basis described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(n) **Incorporation and Good Standing of the Company and its Subsidiaries.** Each of the Company and, except as would not reasonably be expected to result in a Material Adverse Change, its subsidiaries and the Guarantor has been duly incorporated or formed, as applicable, and is validly existing as a corporation, limited partnership or limited liability company, as applicable, in good standing under the laws of the jurisdiction of its incorporation or formation, as applicable, and has corporate, partnership or limited liability company, as applicable, power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and, in the case of the Company and the Guarantor, as applicable, to enter into and perform its obligations under each of the Transaction Documents. Each of the Company, its subsidiaries and the Guarantor is duly qualified as a foreign corporation, limited partnership or limited liability company, as applicable, to transact business and is in good standing or equivalent status in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change. All of the issued and outstanding capital stock or other ownership interest of each subsidiary of the Guarantor has been duly authorized and validly issued, is fully paid and nonassessable and is owned by the Guarantor, directly or through its subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim, except as disclosed in the Prospectus. The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Exhibit A hereto.

(o) **Capitalization.** At March 31, 2019, on a consolidated basis, after giving effect to the issuance and sale of the Securities pursuant hereto and the other pro forma adjustments described in the Prospectus, the Company would have an authorized and outstanding capitalization as set forth in the Prospectus under the caption "Capitalization" (other than for subsequent issuances of capital stock, if any, pursuant to employee benefit plans described in the Prospectus or upon exercise of outstanding options described in the Prospectus).

(p) **Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required.** Neither the Company nor any of its subsidiaries nor the Guarantor is (i) in violation of its charter, bylaws or other constitutive document or (ii) in default (or, with the giving of notice or lapse of time, would be in default) ("**Default**") under any material indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Company, any of its subsidiaries or the Guarantor is a party or by which it or any of them is bound or to which any of the property or assets of the Company, any of its subsidiaries or the Guarantor is subject (each, an "**Existing Instrument**"), except, (A) in the case of clause (i) above with respect subsidiaries of the Company, for such violations as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change and (B) in the case of clause (ii) above, for such Defaults as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change. The issue and sale of the Securities and the execution, delivery and performance by the Company and the Guarantor with all of the provisions of the Transaction Documents (i) will not result in any violation of any law, statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company, its subsidiaries or the Guarantor or any of their respective properties or affect the validity of the Securities, except for such violations that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, (ii) will not result in any violation of the provisions of the charter, bylaws or other constitutive document of the Company, any of its subsidiaries or the Guarantor and (iii) will not conflict with or result in a breach of any of the terms of or provisions of, or constitute a Default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company, any of its subsidiaries or the Guarantor pursuant to, or require the consent of any other party to, any Existing Instrument, except for conflicts, breaches, Defaults, liens, charges or encumbrances as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency is required by the Company or the Guarantor for the issue and sale of the Securities or the consummation by the Company or the Guarantor of the other transactions contemplated by the Transaction Documents, except for such consents, approvals, authorizations, orders, registrations or qualifications which, if not obtained or made, would affect the validity of the Securities, and such consents, approvals, authorizations, orders, registrations or qualifications as have been, or prior to the Closing Date will be, obtained under the Securities Act or the Trust Indenture Act and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or "Blue Sky" or insurance laws in connection with the purchase and distribution of the Securities by the Underwriters.

(q) **No Material Actions or Proceedings.** There are no legal or governmental actions, suits or proceedings pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries or the Guarantor, which has resulted in, or may be reasonably expected to result in, a Material Adverse Change, except as disclosed in the Prospectus.

(r) **All Necessary Permits, etc.** Except as otherwise disclosed in the Prospectus, the Company and each subsidiary and the Guarantor possess such valid and current certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct their respective businesses, and neither the Company nor any of its subsidiaries nor the Guarantor has received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Change.

(s) **Title to Properties.** Except as otherwise disclosed in the Prospectus or as would not reasonably be expected to result in a Material Adverse Change, each of the Company, its subsidiaries and the Guarantor has good and marketable title to all the properties and assets reflected as owned in the financial statements referred to in Section 1(m) hereof, in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, claims and other defects, except as disclosed in the Prospectus and except such as do not materially and adversely affect the value of such property and do not materially interfere with the use made or proposed to be made of such property by the Company, the Guarantor or such subsidiary.

(t) **Tax Law Compliance.** Except as would not reasonably be expected to result in a Material Adverse Change, the Company and its subsidiaries and the Guarantor have filed all necessary federal, state and foreign income and franchise tax returns or have properly requested extensions thereof and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them except as may be being contested in good faith and by appropriate proceedings.

(u) **Company Not an "Investment Company."** The Company and the Guarantor are not, and after receipt of payment for the Securities will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "**Investment Company Act**," which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder).

(v) **Insurance**. Each of the Company, its subsidiaries and the Guarantor are insured by recognized, financially sound institutions with policies in such amounts and with such deductibles and covering such risks as are generally deemed adequate and customary for their businesses taken as a whole, including, without limitation, policies covering real and personal property owned or leased by the Company and its subsidiaries and the Guarantor against theft, damage, destruction and acts of vandalism.

(w) **No Price Stabilization or Manipulation.** The Company and the Guarantor have not taken nor will take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the Company or the Guarantor to facilitate the sale or resale of the Securities.

(x) **Solvency.** The Company, immediately after the Closing Date will be Solvent. As used herein, the term "**Solvent**" and "**Solvency**" mean, that as of March 31, 2019, after giving pro forma effect to the offering of the Securities and the use of proceeds therefrom and any material liabilities incurred since March 31, 2019, the Company and its subsidiaries taken as a whole on a consolidated basis have total shareholder's equity that is greater than zero; provided that Solvency shall be determined excluding any intercompany debt owing among the Company's subsidiaries.

(y) **Company's Accounting System.** Except as disclosed in the Prospectus, the Company, its subsidiaries and the Guarantor maintain systems of accounting controls that are sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(z) **Disclosure Controls and Procedures.** The Company and the Guarantor have established and maintain disclosure controls and procedures (as such term is defined in Rules 13a-15 and 15d-15 under the Exchange Act) and such disclosure controls and procedures are (i) designed to ensure that material information relating to the Guarantor, the Company and its subsidiaries is made known to the chief executive officer and chief financial officer of the Company or Guarantor, as applicable, by others within the Company or any of its subsidiaries or Guarantor, as applicable, and (ii) reasonably effective to perform the functions for which they were established subject to the limitations of any such control system; the Guarantor and Company's auditors and the Audit Committee of the Board of Directors of the Company and the Guarantor, as applicable, have been advised of: (i) any significant deficiencies or material weaknesses in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize, and report financial data and (ii) any fraud, whether or not material, that involves management or other employees who have a role in the Company's or the Guarantor's internal controls; and since the date of the most recent evaluation of such disclosure controls and procedures, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(aa) **Regulations T, U, X.** Neither the Company nor any of its subsidiaries nor the Guarantor nor any agent thereof acting on their behalf has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Securities to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System.

(bb) **Compliance with and Liability Under Environmental Laws.** Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change: (i) each of the Company, its subsidiaries and the Guarantor and their respective operations and facilities are in compliance with, and not subject to any known liabilities under, applicable Environmental Laws, which compliance includes, without limitation, having obtained and being in compliance with any permits, licenses or other governmental authorizations or approvals, and having made all filings and provided all financial assurances and notices, required for the ownership and operation of the business, properties and facilities of the Company or its subsidiaries or the Guarantor under applicable Environmental Laws, and compliance with the terms and conditions thereof; (ii) neither the Company nor any of its subsidiaries nor the Guarantor has received any written communication, whether from a governmental authority, citizens group, employee or otherwise, that alleges that the Company or any of its subsidiaries or the Guarantor is in violation of any Environmental Law; (iii) there is no claim, action or cause of action filed with a court or governmental authority, no investigation with respect to which the Company or the Guarantor has received written notice, and no written notice by any person or entity alleging actual or potential liability on the part of the Company or any of its subsidiaries or the Guarantor based on or pursuant to any Environmental Law pending or, to the best of the Company's knowledge, threatened against the Company or any of its subsidiaries or the Guarantor or any person or entity whose liability under or pursuant to any Environmental Law the Company or any of its subsidiaries or the Guarantor has retained or assumed either contractually or by operation of law; (iv) neither the Company nor any of its subsidiaries nor the Guarantor is conducting or paying for, in whole or in part, any investigation, response or other corrective action pursuant to any Environmental Law at any site or facility, nor is any of them subject or a party to any order, judgment, decree, contract or agreement which imposes any obligation or liability under any Environmental Law; (v) no lien, charge, encumbrance or restriction has been recorded pursuant to any Environmental Law with respect to any assets, facility or property owned, operated or leased by the Company or any of its subsidiaries or the Guarantor; and (vi) there are no past or present actions, activities, circumstances, conditions or occurrences, including, without limitation, the Release or threatened Release of any Material of Environmental Concern, that could reasonably be expected to result in a violation of or liability under any Environmental Law on the part of the Company or any of its subsidiaries or the Guarantor, including without limitation, any such liability which the Company or any of its subsidiaries or the Guarantor has retained or assumed either contractually or by operation of law.

For purposes of this Agreement, "**Environment**" means ambient air, indoor air, surface water, groundwater, drinking water, soil, surface and subsurface strata, and natural resources such as wetlands, flora and fauna. "**Environmental Laws**" means the common law and all federal, state, local and foreign laws or regulations, ordinances, codes, orders, decrees, judgments and injunctions issued, promulgated or entered thereunder, relating to pollution or protection of the Environment or human health, including without limitation, those relating to (i) the Release or threatened Release of Materials of Environmental Concern; and (ii) the manufacture, processing, distribution, use, generation, treatment, storage, transport, handling or recycling of Materials of Environmental Concern. "**Materials of Environmental Concern**" means any substance, material, pollutant, contaminant, chemical, waste, compound, or constituent, in any form, including without limitation, petroleum and petroleum products, subject to regulation or which can give rise to liability under any Environmental Law. "**Release**" means any release, spill, emission, discharge, deposit, disposal, leaking, pumping, pouring, dumping, emptying, injection or leaching into the Environment, or into, from or through any building, structure or facility.

(cc) **ERISA Compliance.** The Company, its subsidiaries and the Guarantor and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974 (as amended, "**ERISA,**" which term, as used herein, includes the regulations and published interpretations thereunder) established or maintained by the Company, its subsidiaries, the Guarantor or their ERISA Affiliates (as defined below) are in compliance in all material respects with ERISA and, to the knowledge of the Company, each "multiemployer plan" (as defined in Section 4001 of ERISA) to which the Company, its subsidiaries, the Guarantor or an ERISA Affiliate contributes (a "**Multiemployer Plan**") is in compliance in all material respects with ERISA. "**ERISA Affiliate**" means, with respect to the Company, the Guarantor or a subsidiary, any member of any group of organizations described in Section 414 of the Internal Revenue Code of 1986 (as amended, the "**Code,**" which term, as used herein, includes the regulations and published interpretations thereunder) of which the Company or such subsidiary or the Guarantor is a member. Except as would not reasonably be expected to result in a Material Adverse Change, no "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates. None of the Company, its subsidiaries, the Guarantor or any of their ERISA Affiliates has incurred or reasonably expects to incur any material liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan" or (ii) Section 412, 4971, 4975 or 4980B of the Code. Each "employee benefit plan" established or maintained by the Company, its subsidiaries, the Guarantor or any of their ERISA Affiliates that is intended to be qualified under Section 401 of the Code is so qualified and nothing has occurred, whether by action or failure to act, which would reasonably be expected to cause the loss of such qualification.

(dd) **Compliance with Laws**. Each of the Company and the Guarantor are in compliance in all material respects with the requirements of all laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (i) such requirement of law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (i) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change.

(ee) **Related Party Transactions.** No relationship, direct or indirect, exists between or among any of the Company or the Guarantor or any affiliate of the Company or the Guarantor, on the one hand, and any director, officer, member, stockholder, customer or supplier of the Company or the Guarantor or any affiliate of the Company or the Guarantor, on the other hand, which is required to be disclosed by Item 404 of Regulation S-K under the Securities Act is not so disclosed or incorporated by reference in the Prospectus. There are no outstanding loans, advances (except advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or the Guarantor or any affiliate of the Company or the Guarantor to or for the benefit of any of the officers or directors of the Company or the Guarantor or any affiliate of the Company or the Guarantor or any of their respective family members.

(ff) **No Unlawful Contributions or Other Payments.** Neither the Company nor any of its subsidiaries nor the Guarantor nor, to the knowledge of the Company, any director, officer, agent, employee or controlled affiliate of the Company or any of its subsidiaries or the Guarantor is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company, its subsidiaries, the Guarantor and, to the knowledge of the Company, its controlled affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

"**FCPA**" means Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

(gg) **No Conflict with Money Laundering Laws.** The operations of the Company and its subsidiaries and the Guarantor are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or the Guarantor with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(hh) **No Conflict with Sanctions Laws.** Neither the Company nor any of its subsidiaries nor the Guarantor nor, to the knowledge of the Company, any director, officer, agent, employee or controlled affiliate of the Company or any of its subsidiaries or the Guarantor is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department, the U.S. Department of Commerce, the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty's Treasury (collectively, "**Sanctions**"), nor is the Company or any of its subsidiaries or the Guarantor located, organized or resident in a country or territory that is the subject of Sanctions. The Company will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person, (i) for the purpose of funding any activities of or business with any person that, at the time of such funding, is the subject of Sanctions, or is in Cuba, Iran, North Korea, Syria and the Crimean region of the Ukraine or in any other country or territory, that, at the time of such funding, is the subject of Sanctions, or (ii) in any other manner that will result in a violation of Sanctions.

(ii) **Sarbanes-Oxley Compliance**. The Company and the Guarantor and their respective directors and officers, in their capacities as such, are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "**Sarbanes-Oxley Act**"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

Any certificate signed by an officer of the Company and delivered to the Underwriters or to counsel for the Underwriters shall be deemed to be a representation and warranty by the Company to each Underwriter as to the matters set forth therein.

SECTION 2. **Purchase, Sale and Delivery of the Securities.**

(a) **The Securities.** The Company agrees to issue and sell to the Underwriters, all of the Securities, and, subject to the conditions set forth herein, the Underwriters agree, severally and not jointly, to purchase from the Company the aggregate principal amount of Securities set forth opposite their names on Schedule A, at a purchase price of 98.75% of the principal amount thereof, payable on the Closing Date, in each case, on the basis of the representations, warranties and agreements herein contained, and upon the terms herein set forth.

(b) **The Closing Date.** Delivery of certificates for the Securities in definitive form to be purchased by the Underwriters and payment therefor shall be made at the offices of Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005 (or such other place as may be agreed to by the Company and the Representatives) at 9:00 a.m. New York City time, on May 9, 2019 or such other time and date as the Representatives shall designate by notice to the Company (the time and date of such closing are called the "**Closing Date**").

(c) **Delivery of the Securities.** The Company shall deliver, or cause to be delivered, to the Representatives for the accounts of the several Underwriters certificates for the Securities at the Closing Date against the irrevocable release of a wire transfer of immediately available funds for the amount of the purchase price therefor. Delivery of the Securities shall be made through the facilities of The Depository Trust Company ("**DTC**").

(d) **Public Offering of the Securities**. The Representatives hereby advise the Company that the Underwriters intend to offer for sale to the public, as described in the Disclosure Package and the Prospectus, their respective portions of the Securities as soon after this Agreement has been executed the Representatives, pursuant to the terms of this Agreement.

SECTION 3. **Additional Covenants.** The Company and Guarantor further covenant and agree with each Underwriter as follows:

(a) **Representatives' Review of Proposed Amendments and Supplements**. During the period beginning at the Applicable Time and ending on the later of the Closing Date or such date, as in the opinion of counsel for the Underwriters, the Prospectus is no longer required by law to be delivered in connection with sales by an Underwriter or dealer, including in circumstances where such requirement may be satisfied pursuant to Rule 172 (the "**Prospectus Delivery Period**"), prior to amending or supplementing the Registration Statement, the Disclosure Package or the Prospectus, the Company shall furnish to the Representatives for review a copy of each such proposed amendment or supplement.

(b) **Securities Act Compliance**. After the date of this Agreement and during the Prospectus Delivery Period, the Company shall promptly advise the Representatives in writing (i) when the Registration Statement, if not effective at the Applicable Time, shall have become effective, (ii) of the receipt of any comments of, or requests for additional or supplemental information from, the Commission, (iii) of the time and date of any filing of any post-effective amendment to the Registration Statement or any amendment or supplement to any Preliminary Prospectus or the Prospectus, (iv) of the time and date that any post-effective amendment to the Registration Statement becomes effective, and (v) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order or notice preventing or suspending the use of the Registration Statement, any Preliminary Prospectus or the Prospectus, or of any receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or of the threatening or initiation of any proceedings for any of such purposes (including any notice or order pursuant to Section 8A or Rule 401(g)(2) of the Securities Act). The Company shall use commercially reasonable efforts to prevent the issuance of any such stop order or notice of prevention or suspension of such use. The Company will effect all filings required under Rule 424(b) in the manner and within the time period required by Rule 424(b) (without reliance on Rule 424(b)(8)).

The Company hereby expressly acknowledges that the indemnification and contribution provisions of Sections 8 and 9 hereof are specifically applicable and relate to each prospectus, amendment or supplement referred to in this Section 3.

(c) **Delivery of Prospectus to the Underwriters**. Not later than 10:00 a.m. on the second business day following the date of this Agreement, the Company shall deliver or cause to be delivered, copies of the Prospectus in such quantities and at such places as the Representatives shall reasonably request.

(d) **Exchange Act Compliance**. During the Prospectus Delivery Period, the Company and the Guarantor will file all documents required to be filed with the Commission and the Financial Industry Regulatory Authority pursuant to Section 13, 14 or 15 of the Exchange Act in the manner and within the time periods required by the Exchange Act.

(e) **Permitted Free Writing Prospectuses**. Each of the Company and the Guarantor agrees that, unless it obtains the prior written consent of the Representatives, it will not make any offer relating to the Securities that constitutes or would constitute an Issuer Free Writing Prospectus or that otherwise constitutes or would constitute a "free writing prospectus" (as defined in Rule 405 of the Securities Act) or a portion thereof required to be filed by the Company or the Guarantor with the Commission or retained by the Company or the Guarantor under Rule 433 of the Securities Act; *provided* that the prior written consent of the Representatives hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule C hereto and any electronic road show. Any such free writing prospectus consented to by the Representatives is hereinafter referred to as a "**Permitted Free Writing Prospectus**."

(f) **Amendments and Supplements to the Registration Statement, Disclosure Package and Prospectus and Other Securities Act Matters**. If, during the Prospectus Delivery Period, any event or development shall occur or condition exist as a result of which the Disclosure Package or the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein in the light of the circumstances existing at that subsequent time, not misleading, or if it shall be necessary to amend or supplement the Disclosure Package or the Prospectus in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, or if in the reasonable judgment of the Representatives it is otherwise necessary to amend or supplement the Registration Statement, the Disclosure Package or the Prospectus, in order to comply with law, including in connection with the delivery of the Prospectus, each of the Company and the Guarantor agrees to (i) notify the Representatives of any such event or condition and (ii) file with the Commission (and use its best efforts to have any amendment to the Registration Statement or any new registration statement to be declared effective) and furnish at its own expense to the Underwriters and to dealers, amendments or supplements to the Registration Statement, the Disclosure Package or the Prospectus, or any new registration statement, necessary in order to make the statements in the Disclosure Package or the Prospectus as so amended or supplemented, in the light of the circumstances under which they were made or then prevailing, as the case may be, not misleading or so that the Registration Statement, the Disclosure Package or the Prospectus, as amended or supplemented, will comply with law.

(g) **Copies of Any Amendments and Supplements to the Prospectus**. Each of the Company and the Guarantor agrees to furnish to the Representatives, without charge, during the Prospectus Delivery Period, as many copies of the Prospectus and any amendments and supplements thereto (excluding any documents incorporated or deemed incorporated by reference therein) and the Disclosure Package as the Representatives may reasonably request.

(h) **Blue Sky Compliance.** Each of the Company and the Guarantor shall cooperate with the Representatives and counsel for the Underwriters to qualify or register (or to obtain exemptions from qualifying or registering) all or any part of the Securities for offer and sale under the securities laws of the several states of the United States, the provinces of Canada or any other jurisdictions designated by the Representatives, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Securities. Notwithstanding the foregoing, the Company and the Guarantor shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would be subject to taxation as a foreign corporation. Each of the Company and the Guarantor will advise the Representatives promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Securities for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, each of the Company and the Guarantor shall use its reasonable best efforts to obtain the withdrawal thereof at the earliest possible moment.

(i) **Use of Proceeds.** The Company shall apply the net proceeds from the sale of the Securities sold by it in the manner described under the caption "Use of Proceeds" in the Disclosure Package.

(j) **DTC.** The Company will cooperate with the Underwriters and use its reasonable best efforts to permit the Securities to be eligible for "book-entry" transfer and settlement through the facilities of DTC.

(k) **Agreement Not To Offer or Sell Additional Securities.** During the period of 30 days following the date hereof, the Company will not, without the prior written consent of Morgan Stanley and RBCCM (which consent may be withheld at the discretion of Morgan Stanley and RBCCM), sell, offer to sell or grant any option to sell, pledge, transfer or establish an open "put equivalent position" within the meaning of Rule 16a-1 under the Exchange Act, or otherwise dispose of or transfer, or announce the offering of, or file any registration statement under the Securities Act in respect of, any unsecured debt securities of the Company that are substantially similar to the Securities, except for the Securities sold pursuant to this Agreement and except for exchanges or other similar transactions. The foregoing restriction shall not apply to an issue of debt securities denominated in a currency other than U.S. dollars or to an issue of debt securities at least 90% of which is offered and sold outside the United States.

(l) **Filing Fees**. The Company agrees to pay the required Commission filing fees relating to the Securities within the time required by Rule 456(b)(1) of the Securities Act without regard to the proviso therein.

(m) **Compliance with Sarbanes-Oxley Act**. During the Prospectus Delivery Period, the Company will comply with all applicable securities and other laws, rules and regulations, including, without limitation, the Sarbanes-Oxley Act, and use its best efforts to cause the Company's directors and officers, in their capacities as such, to comply with such laws, rules and regulations, including, without limitation, the provisions of the Sarbanes-Oxley Act.

(n) **No Manipulation of Price**. The Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, under the Exchange Act or otherwise, the stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Securities.

The Representatives on behalf of the several Underwriters, may, in their sole discretion, waive in writing the performance by the Company of any one or more of the foregoing covenants or extend the time for their performance.

SECTION 4. **Payment of Expenses.** The Company and Guarantor agree to pay all costs, fees and expenses incurred in connection with the performance of their obligations hereunder and in connection with the transactions contemplated hereby, including, without limitation, (i) all expenses incident to the issuance and delivery of the Securities (including all printing costs), (ii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Securities to the Underwriters, (iii) all fees and expenses of the Company's counsel, independent public or certified public accountants and other advisors, (iv) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution (including any form of electronic distribution) of the Disclosure Package and the Prospectus (including financial statements and exhibits), and all amendments and supplements thereto, the Transaction Documents, (v) all filing fees, attorneys' fees and expenses incurred by the Company or the Underwriters in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Securities for offer and sale under the securities laws of the several states of the United States, the provinces of Canada or other jurisdictions reasonably designated by the Underwriters (including the cost of preparing, printing and mailing preliminary and final blue sky or legal investment memoranda and any related supplements to the Disclosure Package or the Prospectus; provided that any such fees payable to Cahill Gordon & Reindel LLP shall not exceed $15,000, (vi) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities, (vii) any fees payable in connection with the rating of the Securities with the ratings agencies, (viii) any filing fees incident to, and any reasonable fees and disbursements of counsel to the Underwriters in connection with the review by the Financial Industry Regulatory Authority ("**FINRA**"), if any, of the terms of the sale of the Securities, (ix) all fees and expenses (including reasonable fees and expenses of counsel) of the Company in connection with approval of the Securities by DTC for "book-entry" transfer, and the performance by the Company of its other obligations under this Agreement and (x) all expenses incident to the "road show" for the offering of the Securities, including the cost of any transportation (it being understood that the Underwriters, collectively, shall bear their own transportation and other "road show" travel expenses). Except as provided in this Section 4 and Sections 6, 8 and 9 hereof, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel.

SECTION 5. **Conditions.** The obligations of the several Underwriters to purchase and pay for the Securities as provided herein on the Closing Date shall be subject to the accuracy of the representations and warranties on the part of the Company and the Guarantor set forth in Section 1 hereof as of the date hereof and as of the Closing Date as though then made and to the timely performance by the Company and the Guarantor of their covenants and other obligations hereunder, and to each of the following additional conditions:

(a) **Accountant's Comfort Letter.** On the date hereof, the Underwriters shall have received from PricewaterhouseCoopers LLP, the independent registered public accounting firm for the Company and Parent, a "comfort letter" dated the date hereof addressed to the Underwriters, in form and substance satisfactory to the Representatives, covering the financial information in or incorporated by reference into the Disclosure Package and other customary matters. In addition, on the Closing Date, the Underwriters shall have received from PricewaterhouseCoopers LLP a "bring-down comfort letter" dated the Closing Date addressed to the Underwriters, in form and substance satisfactory to the Representatives, in the form of the "comfort letter" delivered on the date hereof, except that (i) it shall cover the financial information in the Prospectus and any amendment or supplement thereto and (ii) procedures shall be brought down to a date no more than 5 business days prior to the Closing Date.

(b) **Effectiveness of Registration Statement; Rule 430A Information**. The Registration Statement, including any Rule 462(b) Registration Statement, has become effective and, at the Closing Date, no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, threatened by the Commission; and the Company has complied with each request (if any) from the Commission for additional information. A prospectus containing the Rule 430A Information shall have been filed with the Commission in the manner and within the time frame required by Rule 424(b) without reliance on Rule 424(b)(8) or a post-effective amendment providing such information shall have been filed with, and declared effective by, the Commission in accordance with the requirements of Rule 430A.

(c) **No Material Adverse Change or Ratings Agency Change.** For the period from and after the date of this Agreement and prior to the Closing Date,

(i) in the judgment of the Representatives there shall not have occurred any Material Adverse Change; and

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded the Company or any of its subsidiaries or any of their securities or indebtedness by any "nationally recognized statistical rating organization" registered under Section 15E of the Exchange Act.

(d) **Opinion of Counsel for the Company.** On the Closing Date the Underwriters shall have received an opinion of (i) Sidley Austin LLP, counsel for the Company, dated as of such Closing Date, which is reasonably satisfactory to the Representatives, and (ii) Jack R. Erkilla, Esq., Deputy General Counsel of the Company, dated as of such Closing Date, which is reasonably satisfactory to the Representatives.

(e) **Opinion of Counsel for the Underwriters.** On the Closing Date the Underwriters shall have received the favorable opinion of Cahill Gordon & Reindel LLP, counsel for the Underwriters, dated as of such Closing Date, with respect to such matters as may be reasonably requested by the Underwriters.

(f) **Officer's Certificate.** On the Closing Date the Underwriters shall have received a written certificate executed by one of the Chief Financial Officer, Treasurer or Chief Accounting Officer of the Company or the Guarantor, in his capacity as such officer only, dated as of the Closing Date, to the effect set forth in Section 5(c)(ii) hereof, and further to the effect that:

(i) for the period from and after the date of this Agreement and prior to the Closing Date there has not occurred any Material Adverse Change;

(ii) the representations and warranties of the Company and the Guarantor in this Agreement are true and correct, as of the date hereof and are true and correct as of the Closing Date with the same force and effect as though expressly made on and as of the Closing Date;

(iii) the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date; and

(iv) no stop order suspending the effectiveness of the Registration Statement under the 1933 Act has been issued, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to their knowledge, threatened by the Commission.

(g) **[Reserved]**.

(h) **Indenture.** The Company shall have executed and delivered the Supplemental Indenture, in form and substance reasonably satisfactory to the Underwriters, and the Underwriters shall have received executed copies thereof.

(i) **Additional Documents.** On or before the Closing Date, the Underwriters and counsel for the Underwriters shall have received such information, documents and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representatives by notice to the Company at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Sections 4, 6, 8 and 9 hereof shall at all times be effective and shall survive such termination.

SECTION 6. **Reimbursement of Underwriters' Expenses.** If this Agreement is terminated by the Representatives or the Company pursuant to Section 5 or 10 hereof, including if the sale to the Underwriters of the Securities on the Closing Date is not consummated because of any refusal, inability or failure on the part of the Company to perform any agreement herein or to comply with any provision hereof, the Company agrees to reimburse the Underwriters, severally, upon demand for all reasonable and documented out-of-pocket expenses that shall have been reasonably incurred by the Underwriters in connection with the proposed purchase and the offering and sale of the Securities, including, without limitation, reasonable fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges.

SECTION 7. **Certain Agreements of the Underwriters.** Each Underwriter hereby represents and agrees that it has not used, authorized use of, referred to, or participated in the planning of use of, and will not use, authorize use of, refer to, or participate in the planning for use of, any "free writing prospectus", as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and Guarantor and not incorporated by reference into the Registration Statement and any press release issued by the Company and Guarantor) other than (i) a free writing prospectus that, solely as a result of use by such Underwriter, would not trigger an obligation to file such free writing prospectus with the Commission pursuant to Rule 433, (ii) any Issuer Free Writing Prospectus listed on Schedule C or prepared pursuant to Section 1(f) or Section 3(e) above (including any electronic road show), or (iii) any free writing prospectus prepared by such Underwriter and approved by the Company and Guarantor in advance in writing. Notwithstanding the foregoing, the Underwriters may use the pricing supplement substantially in the form of Schedule B hereto without the consent of the Company and Guarantor.

SECTION 8. **Indemnification.**

(a) **Indemnification of the Underwriters.** The Company and the Guarantor, jointly and severally, agree to indemnify and hold harmless each Underwriter, its affiliates, directors, officers, agents and employees, and each person, if any, who controls any Underwriter within the meaning of the Securities Act and the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Underwriter, affiliate, director, officer, employee, agent or controlling person may become subject, under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Company), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon (i) upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment thereto, including any information deemed to be a part thereof pursuant to Rule 430B or 430C under the Securities Act, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Disclosure Package or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and to reimburse each Underwriter and each such affiliate, director, officer, employee, agent or controlling person for any and all documented expenses (including the reasonable fees and disbursements of counsel chosen by the Representatives) as such expenses are reasonably incurred by such Underwriter or such affiliate, director, officer, employee, agent or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the foregoing indemnity agreement shall not apply, with respect to an Underwriter, to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use in the Disclosure Package or the Final Prospectus (or any amendment or supplement thereto). The indemnity agreement set forth in this Section 8(a) shall be in addition to any liabilities that the Company may otherwise have.

(b) **Indemnification of the Company and the Guarantor.** Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company and the Guarantor, each of their respective affiliates, officers, directors and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Company, or any such director or controlling person may become subject, under the Securities Act, the Exchange Act, or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Underwriter), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in the Disclosure Package or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Disclosure Package or the Prospectus (or any amendment or supplement thereto), in reliance upon and in conformity with written information furnished to the Company and the Guarantor by such Underwriter through the Representatives expressly for use therein; and to reimburse the Company and each such director or controlling person for any and all expenses (including the fees and disbursements of counsel) as such expenses are reasonably incurred by the Company or the Guarantor or such director or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Company and the Guarantor hereby acknowledge that the only information that the Underwriters through the Representatives have furnished to the Company and the Guarantor expressly for use in the Disclosure Package or the Prospectus (or any amendment or supplement thereto) are the statements set forth in the (x) first sentence of the sixth paragraph, (y) the third sentence of the eighth paragraph and (z) tenth, eleventh and thirteenth paragraphs, in each case, under the caption "Underwriting" in the Preliminary Prospectus and the Prospectus. The indemnity agreement set forth in this Section 8(b) shall be in addition to any liabilities that each Underwriter may otherwise have.

(c) **Notifications and Other Indemnification Procedures**. Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; provided that the failure to so notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party under this Section 8 except to the extent that it has been materially prejudiced by such failure (through the forfeiture of substantive rights and defenses) and shall not relieve the indemnifying party from any liability that the indemnifying party may have to an indemnified party other than under this Section 8. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (together with local counsel (in each jurisdiction)), which shall be selected by the Representatives (in the case of counsel representing the Underwriters or their related persons), representing the indemnified parties who are parties to such action) or (ii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party.

(d) **Settlements.** The indemnifying party under this Section 8 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (ii) does not include any statements as to or any findings of fault, culpability or failure to act by or on behalf of any indemnified party.

SECTION 9. **Contribution.** If the indemnification provided for in Section 8 hereof is for any reason held to be unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantor, on the one hand, and the Underwriters, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Guarantor, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantor, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company, and the total discount received by the Underwriters bear to the aggregate initial offering price of the Securities. The relative fault of the Company and the Guarantor, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Guarantor, on the one hand, or the Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 8hereof, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in Section 8 hereof with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 9; provided, however, that no additional notice shall be required with respect to any action for which notice has been given under Section 8 hereof for purposes of indemnification.

The Company, the Guarantor and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 9.

Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the discount received by such Underwriter in connection with the Securities distributed by it. No person guilty of fraudulent misrepresentation (within the meaning of Section 11 of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 9 are several, and not joint, in proportion to their respective commitments as set forth opposite their names in Schedule A. For purposes of this Section 9, each Affiliate director, officer and employee of an Underwriter and each person, if any, who controls an Underwriter within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as such Underwriter, and each director of the Company or the Guarantor, and each person, if any, who controls the Company or the Guarantor with the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Company or the Guarantor.

SECTION 10. **Termination of This Agreement.** Prior to the Closing Date, this Agreement may be terminated by the Representatives by notice given to the Company and the Guarantor if at any time: (i) trading in securities generally on either the Nasdaq Stock Market or the New York Stock Exchange shall have been suspended or limited, or minimum or maximum prices shall have been generally established on any of such quotation system or stock exchange by the Commission or FINRA; (ii) a general banking moratorium shall have been declared by any of federal or New York authorities; (iii) there shall have occurred any outbreak or escalation of national or international hostilities or any crisis or calamity, or any change in the United States or international financial markets, or any substantial change or development involving a prospective substantial change in United States' or international political, financial or economic conditions, as in the judgment of the Representatives is material and adverse and makes it impracticable or inadvisable to proceed with the offering sale or delivery of the Securities in the manner and on the terms described in the Disclosure Package or to enforce contracts for the sale of securities; or (iv) in the judgment of the Representatives there shall have occurred any Material Adverse Change. Any termination pursuant to this Section 10 shall be without liability on the part of (i) the Company and the Guarantor to any Underwriter, except that the Company shall be obligated, solely in the case of a termination pursuant to clause (iv) above, to reimburse the expenses of the Underwriters pursuant to Sections 4 and 6 hereof, (ii) any Underwriter to the Company, or (iii) any party hereto to any other party except that the provisions of Sections 8 and 9 hereof shall at all times be effective and shall survive such termination.

SECTION 11. **Representations and Indemnities to Survive Delivery.** The respective indemnities, agreements, representations, warranties and other statements of the Company, its officers and the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter, the Company, or any of its partners, officers or directors or any controlling person, as the case may be, and will survive delivery of and payment for the Securities sold hereunder and any termination of this Agreement.

SECTION 12. **Notices.** All communications hereunder shall be in writing and shall be mailed, hand delivered, couriered or facsimiled and confirmed to the parties hereto as follows:

If to the Underwriters:

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036
Attention: HY Syndicate Desk with a copy to Legal Department

RBC Capital Markets, LLC
200 Vesey Street
New York, New York 10281
Attention: High Yield Capital Markets

Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005
Facsimile: (212) 269-5420
Attention: James J. Clark, Esq.
Noah B. Newitz, Esq.
Ted B. Lacey, Esq.

If to the Company or the Guarantor:

Springleaf Finance Corporation
601 N.W. Second Street
Evansville, Indiana 47708
Facsimile: (812) 468-5352
Attention: Treasurer

with a copy to:

Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603
Facsimile: (312) 853-7036
Attention: Michael P. Heinz, Esq.

Any party hereto may change the address or facsimile number for receipt of communications by giving written notice to the others.

SECTION 13. **Successors.** This Agreement will inure to the benefit of and be binding upon the parties hereto, and to the benefit of the indemnified parties referred to in Sections 8 and 9 hereof, and in each case their respective successors, and no other person will have any right or obligation hereunder. The term "successors" shall not include any Subsequent Purchaser or other purchaser of the Securities as such from any of the Underwriters merely by reason of such purchase.

SECTION 14. **Authority of the Representatives.** Any action by the Underwriters hereunder may be taken by the Representatives on behalf of the Underwriters, and any such action taken by the Representatives shall be binding upon the Underwriters.

SECTION 15. **Partial Unenforceability.** The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

SECTION 16. **Governing Law Provisions; Consent to Jurisdiction.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("**Related Proceedings**") may be instituted in the federal courts of the United States of America located in the City and County of New York or the courts of the State of New York in each case located in the City and County of New York (collectively, the "**Specified Courts**"), and each party irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding a "**Related Judgment**", as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any Related Proceeding brought in any Specified Court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any Specified Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum.

SECTION 17. **Default of One or More of the Several Underwriters.** If any one or more of the several Underwriters shall fail or refuse to purchase Securities that it or they have agreed to purchase hereunder on the Closing Date, and the aggregate number of Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase does not exceed 10% of the aggregate number of the Securities to be purchased on such date, the other Underwriters shall be obligated, severally, in the proportions that the number of Securities set forth opposite their respective names on Schedule A bears to the aggregate number of Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as may be specified by the Underwriters with the consent of the non-defaulting Underwriters, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on the Closing Date. If any one or more of the Underwriters shall fail or refuse to purchase Securities and the aggregate number of Securities with respect to which such default occurs exceeds 10% of the aggregate number of Securities to be purchased on the Closing Date, and arrangements satisfactory to the Underwriters and the Company for the purchase of such Securities are not made within 48 hours after such default, this Agreement shall terminate without liability of any party to any other party except that the provisions of Sections 4, 6, 8 and 9 hereof shall at all times be effective and shall survive such termination. In any such case either the Underwriters or the Company shall have the right to postpone the Closing Date, as the case may be, but in no event for longer than seven days in order that the required changes, if any, to the Prospectus or any other documents or arrangements may be effected.

As used in this Agreement, the term "**Underwriter**" shall be deemed to include any person substituted for a defaulting Underwriter under this Section 17. Any action taken under this Section 17 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

SECTION 18. **No Advisory or Fiduciary Responsibility.** The Company acknowledges and agrees that: (i) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, and the Company is capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this Agreement; (ii) in connection with each transaction contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company or its affiliates, stockholders, creditors or employees or any other party; (iii) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement; (iv) the several Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, and the several Underwriters have no obligation to disclose any of such interests by virtue of any fiduciary or advisory relationship; and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby, and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the several Underwriters, or any of them, with respect to the subject matter hereof. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the several Underwriters with respect to any breach or alleged breach of fiduciary duty.

SECTION 19. **Recognition of the U.S. Special Resolution Regimes.**

(a) In the event that any Underwriter that is a Covered Entity (as defined below) becomes subject to a proceeding under a U.S. Special Resolution Regime (as defined below), the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate (as defined below) of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights (as defined below) under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) For purposes of this Section 19, (i) the term "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); (ii) "Covered Entity" means any of the following: (x) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b), (y) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b), or (z) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b); (iii) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and (iv) "U.S. Special Resolution Regime" means each of (x) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (y) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

SECTION 20. **General Provisions.** This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (i.e., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart thereof. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

[Signature Pages Follow]

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

SPRINGLEAF FINANCE CORPORATION

By: /s/ David R. Schulz
Name: David R. Schulz
Title: Senior Vice President and Treasurer

ONEMAIN HOLDINGS, INC.

By: /s/ David R. Schulz
Name: David R. Schulz
Title: Senior Vice President and Treasurer

[Signature Page to Underwriting Agreement]

The foregoing Underwriting Agreement is hereby confirmed and accepted by the Underwriters as of the date first above written.

MORGAN STANLEY & CO. LLC,
Acting on behalf of itself
and as a Representative of
the several Underwriters

By: /s/ Ethan Plater
Name: Ethan Plater
Title: Authorized Signatory

[Signature Page to Underwriting Agreement]

RBC CAPITAL MARKETS, LLC,
Acting on behalf of itself
and as a Representative of
the several Underwriters

By: /s/ James S. Wolfe
Name: James S. Wolfe
Title: Managing Director
Head of Global Leveraged Finance

[Signature Page to Underwriting Agreement]

**SCHEDULE A**

| Underwriters | Aggregate Principal Amount of Securities to be Purchased |
|---|---|
| Morgan Stanley & Co. LLC | $140,000,000 |
| RBC Capital Markets, LLC | $140,000,000 |
| Barclays Capital Inc. | $68,000,000 |
| Citigroup Global Markets Inc. | $68,000,000 |
| Goldman Sachs & Co. LLC | $60,000,000 |
| SG Americas Securities, LLC | $60,000,000 |
| Citizens Capital Markets, Inc. | $32,000,000 |
| Credit Suisse Securities (USA) LLC | $32,000,000 |
| Deutsche Bank Securities Inc. | $32,000,000 |
| NatWest Markets Securities Inc. | $32,000,000 |
| Natixis Securities Americas LLC | $76,000,000 |
| BNP Paribas Securities Corp. | $28,000,000 |
| R. Seelaus & Co., LLC | $16,000,000 |
| The Williams Capital Group, L.P. | $16,000,000 |
| Total | $800,000,000 |

**SCHEDULE B**

**Pricing Supplement**

**[See attached]**

**Filed pursuant to Rule 433**
**Issuer Free Writing Prospectus, dated May 7, 2019**
**Supplementing the Preliminary Prospectus Supplement, dated May 7, 2019**
**Registration No. 333-221391**

# $800,000,000
# Springleaf Finance Corporation
# 6.625% Senior Notes due 2028

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This Pricing Supplement is qualified in its entirety by reference to the preliminary prospectus supplement dated May 7, 2019 (the "***Preliminary Prospectus Supplement***").

The information in this Pricing Supplement supplements the Preliminary Prospectus Supplement and supersedes the information in the Preliminary Prospectus Supplement to the extent inconsistent with the information in the Preliminary Prospectus Supplement. Terms used herein but not defined shall have the meanings assigned to them in the Preliminary Prospectus Supplement.

Change in Size of Offering

The total offering size has been increased from $500 million to $800 million, which represents an increase of $300 million from the amount reflected in the Preliminary Prospectus Supplement. See "Changes to the Preliminary Prospectus Supplement" below.

**$800,000,000 6.625% Senior Notes due 2028**

| | |
|---|---|
| **Issuer:** | Springleaf Finance Corporation |
| **Aggregate Principal Amount:** | $800,000,000 |
| **Title of Securities:** | 6.625% Senior Notes due 2028 (the "***Notes***") |
| **Maturity Date:** | January 15, 2028 |
| **Offering Price:** | 100.000%, plus accrued interest from May 9, 2019 |
| **Coupon:** | 6.625% |
| **Yield:** | 6.625% |
| **Spread:** | 421 basis points |
| **Benchmark Treasury:** | 2.750% UST due February 15, 2028 |
| **Gross Proceeds to Issuer:** | $800,000,000 |
| **Net Proceeds to Issuer After Gross Spread:** | $790,000,000 |
| **Gross Spread:** | 1.250% |
| **Distribution:** | SEC Registered |
| **CUSIP and ISIN Numbers:** | CUSIP: 85172F AQ2<br>ISIN: US85172FAQ28 |
| **Denominations:** | $2,000 and integral multiples of $1,000 |
| **Interest Payment Dates:** | July 15 and January 15 |
| **First Interest Payment Date:** | January 15, 2020 |
| **Record Dates:** | July 1 and January 1 |

| | |
|---|---|
| **Optional Redemption:** | Except as set forth in the next two succeeding paragraphs, the Notes are not subject to redemption prior to the Stated Maturity, and there is no sinking fund for the Notes.<br><br>At any time or from time to time prior to July 15, 2027 (six months prior to the Stated Maturity of the Notes), the Issuer may redeem, at its option, all or part of the Notes upon not less than 30 nor more than 60 days' prior notice (with a copy to the Trustee) at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) the Applicable Premium as of the date of redemption, plus (iii) accrued and unpaid interest on the Notes, if any, to, but excluding, the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).<br><br>In addition, at any time on or after July 15, 2027 (six months prior to the Stated Maturity of the Notes), the Issuer may redeem, at its option, all or part of the Notes upon not less than 30 nor more than 60 days' prior notice (with a copy to the Trustee) at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) accrued and unpaid interest on the Notes, if any, to, but excluding, the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).<br><br>"**Applicable Premium**" means, with respect to any Note on any date of redemption, the excess, if any, as determined by the Issuer, of (a) the sum of the present values of the remaining scheduled payments of principal and interest on the Note (excluding accrued but unpaid interest to the date of redemption) through July 15, 2027 (six months prior to the Stated Maturity of the Notes), discounted to the date of redemption on a semi-annual basis using a discount rate equal to the Treasury Rate as of such date of redemption plus 50 basis points; over (b) the principal amount of the Note.<br><br>"**Treasury Rate**" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to July 15, 2027 (six months prior to the Stated Maturity of the Notes); provided, however, that if the period from the redemption date to July 15, 2027 (six months prior to the Stated Maturity of the Notes) is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year will be used. |
| **Joint Book-Running Managers:** | Morgan Stanley & Co. LLC<br>RBC Capital Markets, LLC<br>Barclays Capital Inc.<br>Citigroup Global Markets Inc.<br>Goldman Sachs & Co. LLC<br>SG Americas Securities, LLC<br>Citizens Capital Markets, Inc.<br>Credit Suisse Securities (USA) LLC<br>Deutsche Bank Securities Inc.<br>NatWest Markets Securities Inc. |
| **Co-Managers:** | Natixis Securities Americas LLC<br>BNP Paribas Securities Corp.<br>R. Seelaus & Co., LLC<br>The Williams Capital Group, L.P. |
| **Trade Date:** | May 7, 2019 |
| **Settlement Date:** | May 9, 2019 (T+2). |
| **Ratings[1]:** | Ba3 (Moody's) / BB- (S&P) / BB+ (Kroll) |

**Changes to the Preliminary Prospectus Supplement**

| | |
|---|---|
| **Offering Size and Use of Proceeds:** | The total offering size has been increased from $500 million to $800 million, which represents an increase of $300 million from the amount reflected in the Preliminary Prospectus Supplement. The Issuer intends to use the net proceeds from this offering for general corporate purposes, which may include debt repurchases and repayments. |

[1] **A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time. Each credit rating should be evaluated independently of any other credit rating.**

**Other information (including financial information) presented in the Preliminary Prospectus Supplement is deemed to have changed to the extent affected by the changes described herein.**

**The Issuer has filed a registration statement (including a prospectus and related Preliminary Prospectus Supplement for the offering) with the U.S. Securities and Exchange Commission (the "SEC") for the offering to which this communication relates. Before you invest, you should read the Preliminary Prospectus Supplement, the accompanying prospectus in that registration statement and the other documents the Issuer has filed with the SEC for more complete information about the Issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC's website at www.sec.gov. Alternatively, the Issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by contacting Morgan Stanley & Co. LLC at (866) 718-1649 or prospectus@morganstanley.com, or RBC Capital Markets, LLC at (877) 280-1299.**

**This communication should be read in conjunction with the Preliminary Prospectus Supplement and the accompanying prospectus. The information in this communication supersedes the information in the Preliminary Prospectus Supplement and the accompanying prospectus to the extent it is inconsistent with the information in such Preliminary Prospectus Supplement or the accompanying prospectus.**

**Any disclaimers or other notices that may appear below are not applicable to this communication and should be disregarded. Such disclaimers or other notices were automatically generated as a result of this communication being sent via Bloomberg email or another communication system.**

**SCHEDULE C**

**Issuer Free Writing Prospectuses**

The pricing supplement listed on Schedule B.

**EXHIBIT A**

**List of Subsidiaries**

| Subsidiaries | Jurisdiction of Incorporation |
|---|---|
| AGFC Capital Trust I | Delaware |
| American Health and Life Insurance Company | Texas |
| CommoLoCo, Inc. | Puerto Rico |
| CREDITHRIFT of Puerto Rico, Inc. | Puerto Rico |
| Fourth Avenue Auto Funding, LLC | Delaware |
| Hubbard River Funding, LLC | Delaware |
| Independence Holdings, LLC | Delaware |
| Interstate Agency, Inc. | Indiana |
| Merit Life Insurance Co. | Texas |
| MorEquity, Inc. | Nevada |
| Mystic River Funding, LLC | Delaware |
| New River Funding, LLC | Delaware |
| OMF HY, Inc. | Delaware |
| OneMain Alliance, LLC | Texas |
| OneMain Assurance Services, LLC | Texas |
| OneMain Consumer Loan, Inc. | Delaware |
| OneMain Direct Auto Funding, LLC | Delaware |
| OneMain Direct Auto Funding II, LLC | Delaware |
| OneMain Direct Auto Receivables Trust 2016-1 | Delaware |
| OneMain Direct Auto Receivables Trust 2017-1 | Delaware |
| OneMain Direct Auto Receivables Trust 2017-2 | Delaware |
| OneMain Direct Auto Receivables Trust 2018-1 | Delaware |
| OneMain Direct Auto Receivables Trust 2019-1 | Delaware |
| OneMain Financial Auto Funding I, LLC | Delaware |
| OneMain Financial Funding II, LLC | Delaware |
| OneMain Financial Funding III, LLC | Delaware |
| OneMain Financial Funding VI, LLC | Delaware |
| OneMain Financial Funding VII, LLC | Delaware |
| OneMain Financial Funding VIII, LLC | Delaware |
| OneMain Financial Funding IX, LLC | Delaware |
| OneMain Financial Group, LLC | Delaware |
| OneMain Financial (HI), Inc. | Hawaii |
| OneMain Financial Holdings, LLC | Delaware |
| OneMain Financial, Inc. | West Virginia |
| OneMain Financial Insurance Agency of Florida, LLC | Florida |
| OneMain Financial Insurance Agency of Washington, LLC | Washington |
| OneMain Financial Issuance Trust 2014-2 | Delaware |
| OneMain Financial Issuance Trust 2015-1 | Delaware |
| OneMain Financial Issuance Trust 2015-2 | Delaware |
| OneMain Financial Issuance Trust 2015-3 | Delaware |
| OneMain Financial Issuance Trust 2016-1 | Delaware |
| OneMain Financial Issuance Trust 2016-2 | Delaware |
| OneMain Financial Issuance Trust 2016-3 | Delaware |
| OneMain Financial Issuance Trust 2017-1 | Delaware |
| OneMain Financial Issuance Trust 2018-1 | Delaware |
| OneMain Financial Issuance Trust 2018-2 | Delaware |
| OneMain Financial Issuance Trust 2019-1 | Delaware |
| OneMain Financial of Minnesota, Inc. | Minnesota |
| OneMain General Services Corporation | Delaware |
| OneMain Mortgage Services, Inc. | Delaware |
| OneMain Remarketing, LLC | Delaware |
| Seine River Funding, LLC | Delaware |

| | |
|---|---|
| Sixth Street Funding, LLC | Delaware |
| SpringCastle Holdings, LLC | Delaware |
| Springleaf Acquisition Corporation | Delaware |
| Springleaf Asset Holding II, Inc. | Delaware |
| Springleaf Asset Holding, Inc. | Delaware |
| Springleaf Asset Holdings, LLC | Delaware |
| Springleaf Branch Holding Company | Delaware |
| Springleaf Consumer Loan Holding Company | Delaware |
| Springleaf Consumer Loan Management Corporation | Delaware |
| Springleaf Consumer Loan of Pennsylvania | Pennsylvania |
| Springleaf Consumer Loan of West Virginia | West Virginia |
| Springleaf Documentation Services, Inc. | California |
| Springleaf Finance Commercial Corp. | Indiana |
| Springleaf Finance Foundation, Inc. | Indiana |
| Springleaf Financial Asset Holdings, LLC | Delaware |
| Springleaf Financial Cash Services, Inc. | Delaware |
| Springleaf Financial Funding Company | Delaware |
| Springleaf Financial Funding Company II | Delaware |
| Springleaf Financial Funding II Holding Company | Delaware |
| Springleaf Properties, Inc. | Indiana |
| Rocky River Funding, LLC | Delaware |
| Springleaf Financial Technology, Inc. | Indiana |
| Springleaf Funding I, LLC | Delaware |
| Springleaf Funding II, LLC | Delaware |
| Springleaf Funding Trust 2015-A | Delaware |
| Springleaf Funding Trust 2015-B | Delaware |
| Springleaf Funding Trust 2016-A | Delaware |
| Springleaf Funding Trust 2017-A | Delaware |
| Springleaf Mortgage Holding Company | Delaware |
| Springleaf Mortgage Management Corporation | Delaware |
| Thayer Brook Funding, LLC | Delaware |
| Third Street Funding LLC | Delaware |
| Thur River Funding, LLC | Delaware |
| Triton Insurance Company | Texas |
| Twenty-Second Street Funding LLC | Delaware |
| Twenty-Third Street Funding LLC | Delaware |
| Wilmington Finance, Inc. | Delaware |



(Back To Top)

# Section 3: EX-4.2 (EXHIBIT 4.2)

**Exhibit 4.2**

***Execution Version***

**SPRINGLEAF FINANCE CORPORATION,**

**As Issuer**

**ONEMAIN HOLDINGS, INC.,**

**As Guarantor**

**EIGHTH SUPPLEMENTAL INDENTURE**

**Dated as of**

**May 9, 2019**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**

**As Trustee**

TABLE OF CONTENTS

EIGHTH SUPPLEMENTAL INDENTURE, dated as of May 9, 2019 (this "**Supplemental Indenture**"), among Springleaf Finance Corporation, an Indiana corporation (the "**Company**"), OneMain Holdings, Inc. (formerly Springleaf Holdings, Inc.), a Delaware corporation ("**OMH**"), as a Guarantor, and Wilmington Trust, National Association, a national banking association, as trustee (the "**Trustee**"), under the base Indenture, dated as of December 3, 2014, among the Company, the Guarantor and the Trustee (as amended, supplemented or otherwise modified from time to time, the "**Base Indenture**" and, together with this Supplemental Indenture, the "**Indenture**").

WHEREAS, the Company executed and delivered the Base Indenture to the Trustee to provide, among other things, for the future issuance of the Company's Securities to be issued from time to time in one or more series as might be determined by the Company under the Base Indenture, in an unlimited aggregate principal amount which may be authenticated and delivered as provided in the Base Indenture;

WHEREAS, Section 15.01 of the Base Indenture provides for various matters with respect to any series of Securities issued under the Indenture to be established in an indenture supplemental to the Indenture;

WHEREAS, Section 15.01 of the Base Indenture provides for the Company and the Trustee to enter into an indenture supplemental to the Base Indenture to establish the form or terms of Securities of any series as provided by Sections 2.01 and 3.01 of the Base Indenture;

WHEREAS, the Board of Directors has duly adopted resolutions authorizing the Company to execute and deliver this Supplemental Indenture;

WHEREAS, the Company desires to provide for the establishment of a new series of its Securities to be known as its 6.625% Senior Notes due 2028 (the "**Initial Notes**"), the form and substance of such Notes and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this Supplemental Indenture;

WHEREAS, the Company now wishes to issue Notes in an initial aggregate principal amount of $800,000,000;

WHEREAS, the Company has requested that the Trustee execute and deliver this Supplemental Indenture and all requirements necessary to make (i) this Supplemental Indenture a valid instrument in accordance with its terms, and (ii) the Notes, when executed by the Company and authenticated and delivered by the Trustee, the valid obligations of the Company, have been performed, and the execution and delivery of this Supplemental Indenture has been duly authorized in all respects;

NOW THEREFORE, in consideration of the purchase and acceptance of the Notes by the Holders thereof, and for the purpose of setting forth, as provided in the Base Indenture, the form and substance of the Notes and the terms, provisions and conditions thereof, the Company covenants and agrees with the Trustee as follows:

## ARTICLE 1
## DEFINITIONS

Section 1.01. Rules of Construction. Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) words in the singular include the plural, and in the plural include the singular;

(e) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision;

(f) all references to Sections or Articles or Exhibits refer to Sections or Articles or Exhibits of or to the Indenture unless otherwise indicated;

(g) "including" means including without limitation;

(h) "will" shall be interpreted to express a command; and

(i) provisions apply to successive events and transactions; and references to sections of or rules under the Securities Act, the Exchange Act and the TIA shall be deemed to include substitute, replacement and successor sections or rules adopted by the SEC from time to time.

Section 1.02. Definition of Terms. Unless the context otherwise requires:

(a) a term defined in the Base Indenture has the same meaning when used in this Supplemental Indenture unless the definition of such term is amended and supplemented pursuant to this Supplemental Indenture, in which case the definition in this Supplemental Indenture shall govern solely with respect to the Notes;

(b) a term defined anywhere in this Supplemental Indenture has the same meaning throughout;

(c) the singular includes the plural and vice versa;

(d) a reference to a Section or Article is to a Section or Article in this Supplemental Indenture;

(e) headings are for convenience of reference only and do not affect interpretation;

(f) the following terms have the meanings given to them in this Section 1.02(f):

"**Additional Notes**" has the meaning set forth in Section 2.02(b).

"**Applicable Premium**" means with respect to any Note on any Redemption Date, the excess, if any, as determined by the Company, of:

(a) the sum of the present values of the remaining scheduled payments of principal and interest on the Note (excluding accrued but unpaid interest to the Redemption Date), through July 15, 2027 (six months prior to the Stated Maturity of the Notes), discounted to the Redemption Date on a semi-annual basis using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over

(b) the principal amount of the Note.

The Company shall calculate the Applicable Premium and the Trustee shall have no responsibility to verify such amount.

"**Applicable Procedures**" means, with respect to any transfer, exchange, payment, redemption offer, or communication delivered of or for beneficial interests in any Global Note, the rules and procedures of the Depositary that apply to such transfer, exchange, payment, redemption offer, or communication delivered.

"**Base Indenture**" has the meaning set forth in the preamble hereto.

"**Board of Directors**" of any Person means the Board of Directors of such Person, or comparable governing body, or any committee thereof duly authorized to act on behalf of such Board of Directors.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which banking institutions in the City of New York, in the city where the Corporate Trust Office is located, or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is not a Business Day at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day, and no interest shall accrue for the intervening period.

"**Consolidated Net Tangible Assets**" means the total amount of assets (less depreciation and valuation reserves and other reserves and items deductible from the gross book value of specific asset amounts under generally accepted accounting principles) which under generally accepted accounting principles would be included on a balance sheet of the Company and its Subsidiaries, after deducting therefrom (i) all liability items except indebtedness (whether incurred, assumed or guaranteed) for borrowed money maturing by its terms more than one year from the date of creation thereof or which is extendible or renewable at the sole option of the obligor in such manner that it may become payable more than one year from the date of creation thereof, shareholder's equity and reserves for deferred income taxes and (ii) all good will, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles, which in each case would be so included on such balance sheet.

"**Company**" has the meaning set forth in the preamble hereto.

"**Default**" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"**Government Obligations**," with respect to any Note, means (i) direct obligations of the United States of America where the timely payment or payments thereunder are supported by the full faith and credit of the United State of America or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America where the timely payment or payments thereunder are unconditionally guaranteed as a full faith and credit obligation by the United States of America, and which, in the case of (i) or (ii), are not callable or redeemable at the option of the issuer or issuers thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such Government Obligation or a specific payment of interest on or principal of or other amount with respect to any such Government Obligation held by such custodian for the account of the holder of a depository receipt; provided, however that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Obligation or the specific payment of interest on or principal of or other amount with respect to the Government Obligation evidenced by such depository receipt.

"**Indebtedness**" means all obligations which in accordance with generally accepted accounting principles would be classified upon a balance sheet as liabilities, including without limitation by the enumeration thereof, obligations arising through direct or indirect guarantees (including agreements, contingent or otherwise, to purchase Indebtedness or to purchase property or services for the primary purpose of enabling the payment of Indebtedness or assuring the owner of Indebtedness against loss) or through agreements, contingent or otherwise, to supply or advance funds for the payment or purchase of Indebtedness of others; provided, however, that in determining Indebtedness of any Person, there shall not be included rental obligations under any lease of such Person, whether or not such rental obligations would, under generally accepted accounting principles, be required to be shown on the balance sheet of such Person as a liability item.

"**Initial Notes**" has the meaning assigned to it in the preamble to this Supplemental Indenture.

"**Issue Date**" means May 9, 2019, the date of original issuance of Notes.

"**Maturity**," when used with respect to any Note, means the date on which the principal of such Note becomes due and payable as provided in the Notes and the Indenture, whether at the Stated Maturity or by declaration of acceleration, notice of redemption, notice of option to elect repayment or otherwise and includes any Redemption Date.

"**Mortgage**" means any mortgage, pledge, lien, security interest, conditional sale or other title retention agreement or other similar encumbrance.

"**Notes**" means the Initial Notes and more particularly means any Note authenticated and delivered under this Indenture. The Initial Notes and the Additional Notes shall be treated as a single class for all purposes under this Indenture and will vote on all matters as one class, and unless the context otherwise requires, all references to the Notes shall include the Initial Notes and any Additional Notes.

"**Person**" means any individual, corporation, limited liability company, partnership, joint venture, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"**Redemption Date**" means, with respect to any Note to be redeemed, the date fixed for such redemption by or pursuant to this Indenture.

"**Redemption Price**" means the amount payable for the redemption of any Note on a Redemption Date, exclusive of accrued and unpaid interest thereon to the Redemption Date.

"**Stated Maturity**," when used with respect to any Note or any installment of principal thereof or any premium or interest thereon, means the fixed date on which the principal of such Note or such installment of principal or premium or interest is due and payable.

"**Subsidiary**" means any corporation of which at the time of determination the Company and/or one or more Subsidiaries owns or controls directly or indirectly more than 50% of the total voting power of shares of stock or other equity interests having general voting power under ordinary circumstances (without regard to the occurrence of any contingency) and entitled to vote in the election of directors, managers or trustees of such corporation.

"**Supplemental Indenture**" has the meaning set forth in the preamble hereto.

"**Treasury Rate**" means, as of any Redemption Date, the yield to maturity as of such Redemption Date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the Redemption Date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the Redemption Date to July 15, 2027 (six months prior to the Stated Maturity of the Notes); provided, however, that if the period from the redemption date to July 15, 2027 (six months prior to the Stated Maturity of the Notes) is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"**Trustee**" has the meaning set forth in the preamble hereto.

"**Wholly-owned**," when used with reference to a Subsidiary, means a Subsidiary of which all of the outstanding capital stock (except directors' qualifying shares) is owned by the Company and/or one or more wholly-owned Subsidiaries.

## ARTICLE 2
## TERMS AND CONDITIONS OF THE NOTES

Section 2.01. Designation and Principal Amount. There is hereby authorized a series of Securities designated the "6.625% Senior Notes due 2028" initially offered in the aggregate principal amount of $800,000,000, which amount shall be as set forth in a Company Order for the authentication and delivery of such Notes pursuant to Section 3.03 of the Base Indenture. The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is unlimited. Upon the execution of this Supplemental Indenture, or from time to time thereafter, Notes may be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall thereupon authenticate and deliver Notes upon a written order of the Company, such order signed by an Officer of the Company, without any further action by the Company hereunder. The Trustee shall authenticate Additional Notes from time to time for original issue in aggregate principal amounts specified by the Company upon delivery by the Company of such Additional Notes together with a Company Order for the authentication and delivery of such Additional Notes.

Section 2.02. Original Issue of Notes; Further Issuances.

(a) Notes having an aggregate principal amount of $800,000,000 may, upon execution of this Supplemental Indenture, be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall thereupon authenticate and deliver said Notes upon a Company Order, without any further action by the Company, except as otherwise required by the Indenture. The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Company, OMH and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. Each Holder of (and Holder of beneficial interests in) any Note, by benefiting from such Note, agrees to be bound by the terms and conditions of this Indenture. To the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(b) The Company may, without notice to or the consent of the Holders of the Notes, issue additional Notes having identical terms and conditions as the Initial Notes, other than with respect to the date of issuance, issue price and first Interest Payment Date, in an unlimited aggregate principal amount (the "**Additional Notes**"). Any such Additional Notes will be part of the same series as the Initial Notes and will be treated as one class with such Initial Notes, including, without limitation, for purposes of voting and redemptions; provided, that if any such Additional Notes are not fungible with the Initial Notes for U.S. federal income tax purposes, such Additional Notes shall have a separate CUSIP number.

Section 2.03. Maturity. The Notes will mature on January 15, 2028.

Section 2.04. Interest. The Notes will bear interest at the rate of 6.625% per annum from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from the Issue Date until the principal thereof becomes due and payable, payable semi-annually in arrears on July 15 and January 15 of each year (each, an "**Interest Payment Date**"), commencing on January 15, 2020, to the Person in whose name such Note or any Predecessor Security is registered, at the close of business on the Record Date for such interest installment, which shall be the close of business on July 1 or January 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date, and at the foregoing respective rates on overdue principal.

Section 2.05. Place of Payment. The Place of Payment where Notes may be presented or surrendered for payment, where Notes may be surrendered for registration of transfer or exchange initially is the Corporate Trust Office of the Trustee.

Section 2.06. Form; Denomination.

(a) The Notes and the Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the form of Exhibit A hereto.

(b) The Notes shall be issued initially in the form of one or more permanent Global Notes in registered form, without coupons, substantially in the form herein below recited and attached as Exhibit A hereto (each, a "**Global Note**" and collectively, the "**Global Notes**"), deposited with the Trustee, as custodian for the Depositary, duly executed by the Company and authenticated by the Trustee as herein provided.

The aggregate principal amount of each Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary or its nominee, as provided in Section 3.03 of the Base Indenture.

(c) The Notes shall be issuable only in registered form, without coupons, in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. The Notes shall be numbered, lettered, or otherwise distinguished in such manner or in accordance with such plans as the officers of the Company executing the same may determine.

Section 2.07. Depositary. The Depository Trust Company shall be the initial Depositary, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Supplemental Indenture, and thereafter, "**Depositary**" shall mean or include such successor.

## ARTICLE 3
## REDEMPTION OF THE NOTES

Section 3.01. Optional Redemption.

The Notes may be redeemed, in whole or in part, at the option of the Company pursuant to Section 3.02 hereof. Other than as specifically provided in this ARTICLE 3, any redemption pursuant to this ARTICLE 3 will be made pursuant to the provisions of Article IV of the Base Indenture.

Section 3.02. Optional Redemption by the Company.

Except as set forth in the next two succeeding paragraphs, the Notes are not subject to redemption prior to the Stated Maturity, and there is no sinking fund for the Notes.

At any time or from time to time prior to July 15, 2027 (six months prior to the Stated Maturity of the Notes), the Company may redeem, at its option, all or part of the Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) the Applicable Premium as of the Redemption Date, plus (iii) accrued and unpaid interest on the Notes, if any, to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date).

In addition, at any time on or after July 15, 2027 (six months prior to the Stated Maturity of the Notes), the Company may redeem, at its option, all or part of the Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) accrued and unpaid interest on the Notes, if any, to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date).

ARTICLE 4
COVENANTS

Section 4.01. Covenants. With respect to the Notes, Article VI of the Base Indenture shall be replaced in its entirety with the following:

**ARTICLE VI**

**PARTICULAR COVENANTS OF THE COMPANY**

The Company hereby covenants and agrees as follows:

Section 6.01. Payments of Notes.

The Company shall promptly pay or cause to be paid the principal or the Redemption Price of, and interest, if any, on, the Notes on the dates, in the amounts and in the manner provided in the Notes and in this Indenture. Principal or the Redemption Price and interest, if any, shall be considered paid on the date due if on such date the Trustee or the Paying Agent holds in accordance with this Indenture no later than 10:00 a.m. New York City time, money sufficient to pay all principal or Redemption Price and interest, if any, then due.

Interest on the Notes will accrue from the most recent date to which interest has been paid or, of no interest has been paid, from and including the Issue Date to but excluding the date of payment.

The Company shall pay interest (including post-petition interest in any proceeding under Bankruptcy Law) on overdue principal or the Redemption Price at the rate specified therefor in the Notes, and it shall pay interest (including post-petition interest in any proceeding under Bankruptcy Law) on overdue installments of interest at the same rate to the extent lawful.

Section 6.02. Paying Agent.

(a) The Company will maintain in each Place of Payment for the Notes, if any, an office or agency where Notes may be presented or surrendered for payment, where Notes may be surrendered for registration of transfer or exchange (the "**Paying Agent**"). The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations and surrenders may be made at the Corporate Trust Office of the Trustee, and the Company hereby appoints the Trustee as Paying Agent to receive all presentations and surrenders.

(b) The Company may also from time to time designate different or additional offices or agencies where the Notes may be presented or surrendered for any or all such purposes (in or outside of such Place of Payment), and may from time to time rescind any such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligations described in the preceding paragraph. The Company will give prompt written notice to the Trustee of any such additional designation or rescission of designation and of any change in the location of any such different or additional office or agency. The Company shall enter into an appropriate agency agreement with any Paying Agent not a party to the Indenture. The agreement shall implement the provisions of the Indenture that relate to such agent. The Company shall notify the Trustee of the name and address of each such agent. The Company or any Affiliate thereof may act as Paying Agent.

Section 6.03. To Hold Payment in Trust.

(a) If the Company or an Affiliate thereof shall at any time act as Paying Agent with respect to any Notes, then, on or before the date on which the principal of and premium, if any, or interest on the Notes by their terms or as a result of the calling thereof for redemption shall become payable, the Company or such Affiliate will segregate and hold in trust for the benefit of the Holders of the Notes or the Trustee a sum sufficient to pay such principal and premium, if any, or interest which shall have so become payable until such sums shall be paid to such Holders or otherwise disposed of as herein provided, and will notify the Trustee of its action or failure to act in that regard. Upon any proceeding under any federal bankruptcy laws with respect to the Company or any Affiliate thereof, if the Company or such Affiliate is then acting as Paying Agent, the Trustee shall replace the Company or such Affiliate as Paying Agent.

(b) If the Company shall appoint, and at the time have, a Paying Agent for the payment of the principal of and premium, if any, or interest any the Notes, then prior to 10:00 a.m., New York City time, on the date on which the principal of and premium, if any, or interest on the Notes shall become payable as aforesaid, whether by their terms or as a result of the calling thereof for redemption, the Company will deposit with such Paying Agent a sum sufficient to pay such principal and premium, if any, or interest so becoming due, such sum to be held in trust for the benefit of the Holders entitled to such principal, premium, if any, or interest, and (unless such Paying Agent is the Trustee), the Company or any other obligor of the Notes will promptly notify the Trustee of such action or any failure to so act.

(c) If the Paying Agent shall be other than the Trustee, the Company will cause such Paying Agent to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section 6.03, that such Paying Agent shall:

(i) hold all sums held by it for the payment of the principal of and premium, if any, or interest on the Notes in trust for the benefit of the Holders entitled thereto until such sums shall be paid to such Holders or otherwise disposed of as herein provided;

(ii) give to the Trustee notice of any Default by the Company or any other obligor upon the Notes in the making of any payment of the principal of and premium, if any, or interest on the Notes;

(iii) at any time during the continuance of any such Default, upon the written request of the Trustee, pay to the Trustee all sums so held in trust by such Paying Agent; and

(iv) acknowledge, accept and agree to comply in all aspects with the provisions of this Indenture relating to the duties, rights and liabilities of such Paying Agent.

(d) Anything in this Section 6.03 to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining a release, satisfaction or discharge of this Indenture or for any other reason, pay or cause to be paid to the Trustee all sums held in trust by the Company or by any Paying Agent other than the Trustee as required by this Section 6.03, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent.

(e) Subject to applicable abandoned property law, any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of and premium, if any, or interest on any Notes and remaining unclaimed for two years after such principal and premium, if any, or interest has become due and payable shall be paid to the Company upon Company Order along with interest (if any) that has accumulated thereon as a result of such money being invested at the direction of the Company, or (if then held by the Company) shall be discharged from such trust, and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to the Company for payment of such amounts without interest thereon, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent before being required to make any such repayment, may at the expense of the Company cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in The City of New York, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

Section 6.04. Corporate Existence. Subject to Article VII, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect the corporate existence, rights (charter and statutory), licenses and franchises of the Company; provided, however, that the Company will not be required to preserve any such existence, right, license or franchise if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and that the loss thereof is not adverse in any material respect to the Holders.

Section 6.05. Compliance Certificate.

(a) The Company shall deliver to the Trustee, within 120 days after the end of each fiscal year of the Company, a written statement, which need not comply with Section 18.01, signed by the principal executive officer, principal financial officer or principal accounting officer of the Company, as to his or her knowledge of the Company's compliance with all conditions and covenants under the Indenture. For purposes of this Section 6.05, such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture.

(b) The Company shall deliver to the Trustee, within ten days after the occurrence thereof written notice of any event which would constitute a Default.

Section 6.06. SEC Reports.

(a) The Company, to the extent required pursuant to Section 314(a) of the TIA, shall file with the Trustee, within fifteen days after the Company is required to file the same with the SEC, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may from time to time by rules and regulations prescribe) which the Company may be required to file with the SEC pursuant to Section 13 or Section 15(d) of the Exchange Act, or, if the Company is not required to file information, documents or reports pursuant to either of such Sections, then to file with the Trustee and the SEC, in accordance with the rules and regulations prescribed from time to time by the SEC, such of the supplementary and periodic information, documents and reports which would be required pursuant to Section 13 of the Exchange Act in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations.

(b) The Company, to the extent required pursuant to Section 314(a) of the TIA, shall file with the Trustee and the SEC, in accordance with the rules and regulations prescribed from time to time by the SEC, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in the Indenture as may be required from time to time by such rules and regulations.

(c) The Company, to the extent required pursuant to Section 314(a) of the TIA, shall transmit to the Holders of the Notes within 30 days after the filing thereof with the Trustee, in the manner and to the extent provided in Section 313(c) of the TIA, such summaries of any information, documents and reports required to be filed by the Company pursuant to the two immediately preceding sentences as may be required by rules and regulations prescribed from time to time by the SEC.

(d) The Company shall notify the Trustee when and as the Notes become admitted to trading on any national securities exchange.

(e) Delivery of such reports, information and documents to the Trustee pursuant to this Section 6.06 is for informational purposes only, and the Trustee's receipt thereof shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants under the Indenture (as to which the Trustee is entitled to certificates).

Section 6.07. Limitation on Liens.

(a) The Company shall not at any time, directly or indirectly, create, assume or suffer to exist, and shall not cause, suffer or permit any Subsidiary to create, assume or suffer to exist, any Mortgage of or upon any of its or their properties or assets, real or personal, whether owned at the Issue Date or thereafter acquired, or of or upon any income or profit therefrom, without making effective provision, and the Company covenants that in any such case the Company will make or cause to be made effective provision, whereby the Notes shall be secured by such Mortgage equally and ratably with or prior to any and all other obligations and indebtedness to be secured thereby, so long as any such other obligations and indebtedness shall be so secured.

(b) Nothing in this Section 6.07 shall be construed to prevent the Company or any Subsidiary from creating, assuming or suffering to exist, and the Company or any Subsidiary is hereby expressly permitted to create, assume or suffer to exist, without securing the Notes as hereinabove provided, any Mortgage of the following character:

(1) any Mortgage on any properties or assets of the Company or any Subsidiary existing on the Issue Date;

(2) any Mortgage on any properties or assets of the Company or any Subsidiary, in addition to those otherwise permitted by this subsection (b) of this Section 6.07, securing Indebtedness of the Company or any Subsidiary and refundings or extensions of any such Mortgage and the Indebtedness secured thereby for amounts not exceeding the principal amount of the Indebtedness so refunded or extended at the time of the refunding or extension thereof and covering only the same property theretofore securing the same; provided that at the time such Indebtedness was initially incurred, the aggregate amount of secured Indebtedness permitted by this paragraph (2), after giving effect to such incurrence, does not exceed 10% of Consolidated Net Tangible Assets;

(3) any Mortgage on any property or assets of any Subsidiary to secure Indebtedness owing by it to the Company or to a Wholly-owned Subsidiary;

(4) any Mortgage on any property or assets of any Subsidiary to secure, in the ordinary course of business, its Indebtedness, if as a matter of practice, prior to the time it became a Subsidiary, it had borrowed on the basis of secured loans or had customarily deposited collateral to secure any or all of its obligations;

(5) any purchase money Mortgage on property, real or personal, acquired or constructed by the Company or any Subsidiary after the Issue Date, to secure the purchase price of such property (or to secure Indebtedness incurred for the purpose of financing the acquisition or construction of any such property to be subject to such Mortgage), or Mortgages existing on any such property at the time of acquisition, whether or not assumed, or any Mortgage existing on any property of any corporation at the time it becomes a Subsidiary, or any Mortgage with respect to any property hereafter acquired; provided, however, that the aggregate principal amount of the Indebtedness secured by all such Mortgages on a particular parcel of property shall not exceed 75% of the cost of such property, including the improvements thereon, to the Company or any such Subsidiary; and provided, further, that any such Mortgage does not spread to other property owned prior to such acquisition or construction or to property thereafter acquired or constructed other than additions to such property;

(6) refinancing, refunding, extension, renewal or replacement (or successive refinancings, refundings, extensions, renewals or replacements) of any Mortgage permitted by this subsection (b) of this Section 6.07 (other than pursuant to paragraph (2) hereof) for amounts not exceeding (A) the principal amount of the Indebtedness so refinanced, refunded, extended, renewed or replaced at the time of the refunding or extension thereof, and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement, and covering only the same property theretofore securing the same;

(7) deposits, liens or pledges to enable the Company or any Subsidiary to exercise any privilege or license, or to secure payments of workmen's compensation, unemployment insurance, old age pensions or other social security, or to secure the performance of bids, tenders, contracts or leases to which the Company or any Subsidiary is a party, or to secure public or statutory obligations of the Company or any Subsidiary, or to secure surety, stay or appeal bonds to which the Company or any Subsidiary is a party; or other similar deposits, liens or pledges made in the ordinary course of business;

(8) mechanics', workmen's, repairmen's, materialmen's, or carriers' liens; or other similar liens arising in the ordinary course of business; or deposits or pledges to obtain the release of any such liens;

(9) liens arising out of judgments or awards against the Company or any Subsidiary with respect to which the Company or such Subsidiary shall in good faith be prosecuting an appeal or proceedings for review; or liens incurred by the Company or any Subsidiary for the purpose of obtaining a stay or discharge in the course of any legal proceeding to which the Company or such Subsidiary is a party;

(10) liens for taxes not yet subject to penalties for non-payment or contested, or minor survey exceptions, or minor encumbrances, easements or reservations of, or rights of others for, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real properties, which encumbrances, easements, reservations, rights and restrictions do not in the aggregate materially detract from the value of said properties or materially impair their use in the operation of the business of the Company or of the Subsidiary owning the same;

(11) other liens, charges and encumbrances incidental to the conduct of its business or the ownership of its property and assets which were not incurred in connection with the borrowing of money or the obtaining of advances or credit, and which do not in the aggregate materially detract from the value of its property and assets or materially impair the use thereof in the operation of its business; and

(12) any Mortgage created by the Company or any Subsidiary in connection with a transaction intended by the Company or such Subsidiary to be one or more sales of properties or assets of the Company or such Subsidiary; provided that such Mortgage shall only apply to the properties or assets involved in such sale or sales, the income from such properties or assets and/or the proceeds of such properties or assets.

(c) If at any time the Company or any Subsidiary shall create or assume any Mortgage not permitted by subsection (b) of this Section 6.07, to which the covenant in subsection (a) of this Section 6.07 is applicable, the Company shall promptly deliver to the Trustee (1) an Officer's Certificate stating that the covenant contained in subsection (a) of this Section 6.07 has been complied with, and (2) an Opinion of Counsel to the effect that the covenant contained in subsection (a) of this Section 6.07 has been complied with, and that any instruments executed by the Company in the performance of such covenant comply with the requirements of such Section.

(d) In the event that the Company shall hereafter secure the Notes equally and ratably with (or prior to) any other obligation or indebtedness pursuant to the provisions of this Section 6.07, the Trustee is hereby authorized to enter into an indenture or agreement supplemental hereto and to take such other actions, if any, as the Company may deem advisable to enable the Trustee to enforce effectively the rights of the Holders of the Notes so secured equally and ratably with (or prior to) such other obligation or indebtedness.

Section 6.08. Conditional Waiver by Holders of Notes. Anything in the Indenture to the contrary notwithstanding, the Company may fail or omit in any particular instance to comply with a covenant or condition set forth herein with respect to the Notes if the Company shall have obtained and filed with the Trustee, prior to the time of such failure or omission, evidence (as provided in Article IX) of the consent of the Holders of a majority in aggregate principal amount of the Notes at the time Outstanding, either waiving such compliance in such instance or generally waiving compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived, or impair any right consequent thereon and, until such waiver shall have become effective, the obligations of the Company and the duties of the Trustee in respect of any such covenant or condition shall remain in full force and effect.

ARTICLE 5
NO SINKING FUNDS

Section 5.01. No Sinking Funds. The provisions of Article V of the Base Indenture shall not be applicable to the Notes.

ARTICLE 6
EVENTS OF DEFAULT

Section 6.01. Events of Default. With respect to the Notes, Section 8.01 of the Base Indenture shall be replaced in its entirety with the following:

Section 8.01. Events of Default.

An "Event of Default" wherever used herein, means any one of the following events:

(a) a default in the payment of any interest payable in respect of any Note, when such interest becomes due and payable, and continuance of such default for a period of 30 days;

(b) a default in the payment of the principal of and any premium on any Note when it becomes due and payable at its Maturity;

(c) a default in the performance, or breach, of any covenant or warranty of the Company in this Indenture or the Notes, and continuance of such default or breach for a period of 90 days;

(d) an event of default, as defined in any mortgage, indenture or instrument under which there may be issued, or by which there may be secured or evidenced, any Indebtedness for money borrowed of the Company, whether such Indebtedness now exists or shall hereafter be created, shall happen and shall result in a principal amount in excess of $25,000,000 of Indebtedness becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, and such acceleration shall not have been rescinded or annulled, or such Indebtedness shall not have been discharged, within a period of 15 days;

(e) a court having jurisdiction in the premises shall have entered a decree or order for relief in respect of the Company in an involuntary proceeding under any Bankruptcy Law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Company or of all or any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; and

(f) the Company shall have commenced a voluntary proceeding under any Bankruptcy Law, or shall have, consented to the entry, of an order for, relief in an involuntary case under any such law, or shall have consented to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company, or of all or any substantial part of its property, or shall have made an assignment for the benefit of creditors.

A Default under clause (c) or (d) is not an Event of Default until the Trustee or the Holders of at least 25% in aggregate principal amount of the Outstanding Notes notify the Company in writing of the Default, and the Company does not cure the Default within the time specified in such clause after receipt of such notice.

When a Default under clause (c) or (d) is cured or remedied within the specified period, it ceases to exist.

The foregoing will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

## ARTICLE 7
## DEFEASANCE; SATISFACTION AND DISCHARGE

Section 7.01. Defeasance. Legal defeasance of the Notes under Section 13.02 of the Base Indenture and covenant defeasance of the Notes under Section 13.03 of the Base Indenture shall be applicable to the Notes, and the Company may at its option, at any time, with respect to the Notes, elect to have Section 13.02 or Section 13.03 of the Base Indenture be applied to the Outstanding Notes upon compliance with the conditions set forth in Section 13.04 of the Base Indenture. In addition to Section 7.01 of the Base Indenture, Article 4 of this Supplemental Indenture shall be subject to covenant defeasance under Section 13.03 of the Base Indenture.

Section 7.02. Satisfaction and Discharge. Satisfaction and discharge of the Indenture under Section 13.09 of the Base Indenture shall be applicable to the Notes.

## ARTICLE 8
## MODIFICATION AND WAIVER

Section 8.01. Modification and Waiver. With respect to the Notes, Section 15.01 of the Base Indenture shall be replaced in its entirety with the following:

Section 15.01 Without Consent of Holders of Notes.

Notwithstanding Section 15.02 of this Indenture, the Company and the Trustee may modify or amend this Indenture or the Notes without the consent of any Holder of a Note:

(a) to evidence that another entity is our successor and has assumed our obligations with respect to the Notes;

(b) to add to our covenants or to add guarantees of any Person for the benefit of the Holders of the Notes or to surrender any of our rights or powers under this Indenture;

(c) to add any Events of Default;

(d) to change or eliminate any restrictions on the payment of the principal of, or any premium or interest on, any Notes, to modify the provisions relating to Global Notes, or to permit the issuance of Notes in uncertificated form, so long as in any such case the interests of the Holders of Notes are not adversely affected in any material respect;

(e) to secure the Notes;

(f) to provide for the appointment of a successor Trustee with respect to the Notes;

(g) to provide for the discharge of this Indenture with respect to the Notes by the deposit in trust of money, Government Obligations or a combination thereof, in accordance with the provisions of Article XIII;

(h) to make certain changes to this Indenture to provide for the issuance of Additional Notes;

(i) to cure any ambiguity, defect or inconsistency in this Indenture or to make any other provisions with respect to matters or questions arising under this Indenture, so long as the action does not adversely affect the interests of the Holders of the Notes in any material respect; or

(j) to conform the text of this Indenture or the Notes to any provision of the "Description of the Notes" in the Company's prospectus supplement dated May 7, 2019.

## ARTICLE 9
## GUARANTEES

Section 9.01. Guarantees. The provisions of Article XVII of the Base Indenture shall be applicable to the Notes. The Notes shall be guaranteed by OMH as provided in the Base Indenture.

## ARTICLE 10
## MISCELLANEOUS

Section 10.01. Section Provisions of Base Indenture Not Applicable. Notwithstanding anything to the contrary in the Indenture, Article V and Article XVI of the Base Indenture shall not apply with respect to the Notes.

Section 10.02. Ratification of Indenture. The Base Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Section 10.03. Effects of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

**SECTION 10.04. GOVERNING LAW; WAIVER OF TRIAL BY JURY. THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE DEEMED TO BE CONTRACTS MADE UNDER THE LAW OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF SAID STATE.**

**EACH PARTY HERETO, AND EACH HOLDER OF A SECURITY BY ACCEPTANCE THEREOF, HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SUPPLEMENTAL INDENTURE.**

Section 10.05. Counterparts; Originals. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 10.06. Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 10.07. U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Supplemental Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

Section 10.08. Notices to the Company and Trustee. Any notice or demand authorized by this Supplemental Indenture to be made upon, given or furnished to, or filed with, the Company or the Trustee shall be sufficiently made, given, furnished or filed for all purposes if it shall be given, delivered or transmitted by facsimile to:

(a) the Company, at 601 N.W. Second Street, Evansville, Indiana 47708, Attention: Treasurer, Facsimile No.: (812) 468-5352 or at such other address or facsimile number as may have been furnished in writing to the Trustee by the Company.

(b) the Trustee, at the Corporate Trust Office of the Trustee, at Wilmington Trust, National Association, 1100 N. Market Street, Wilmington, Delaware 19890, Attention: Springleaf Finance Corporation Administrator, Facsimile No.: (302) 636-4145.

Any such notice, demand or other document shall be in the English language.

Section 10.09. Notices to Holders of Notes; Waiver. Any notice required or permitted to be given to Holders of Notes shall be sufficiently given (unless otherwise herein expressly provided),

(a) if to Holders, if given in writing by first class mail, postage prepaid, to such Holders at their addresses as the same shall appear on the Register of the Company; provided, that in the event of suspension of regular mail service or by reason of any other cause it shall be impracticable to give notice by mail, then such notification as shall be given with the approval of the Company shall constitute sufficient notice for every purpose hereunder; or

(b) if a series of Notes has been issued in global form through DTC as Depositary or through another Depositary, notice may be provided in all cases by delivery of such notice to DTC or such other Depositary, as applicable, pursuant to its then Applicable Procedures or a successor system thereof.

Where this Supplemental Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance on such waiver. In any case where notice to Holders is given by mail; neither the failure to mail such notice nor any defect in any notice so given to any particular Holder shall affect the sufficiency of such notice with respect to other Holders, and any notice that is given in the manner herein provided shall be conclusively presumed to have been duly given. In any case where notice to Holders is given by publication, any defect in any notice so published as to any particular Holder shall not affect the sufficiency of such notice with respect to other Holders, and any notice that is published in the manner herein provided shall be conclusively presumed to have been duly given.

Section 10.10. Successors and Assigns. All covenants and agreements in this Supplemental Indenture by the parties hereto shall bind their respective successors and assigns and inure to the benefit of their permitted successors and assigns, whether so expressed or not.

Section 10.11. Separability Clause. In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 10.12. Benefits of Supplemental Indenture. Nothing in this Supplemental Indenture expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or to give to, any Person or corporation other than the parties hereto and their successors and the Holders of the Notes any benefit or any right, remedy or claim under or by reason of this Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all covenants, conditions, stipulations, promises and agreements in this Supplemental Indenture contained shall be for the sole and exclusive benefit of the parties hereto and their successors and of the Holders of the Notes.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed.

SPRINGLEAF FINANCE CORPORATION, as the Company

By: /s/ David R. Schulz
Name: David R. Schulz
Title: Senior Vice President and Treasurer

ONEMAIN HOLDINGS, INC., as Guarantor

By: /s/ David R. Schulz
Name: David R. Schulz
Title: Senior Vice President and Treasurer

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: /s/ W. Thomas Morris, II
Name: W. Thomas Morris, II
Title: Vice President

**Exhibit A**

[FORM OF FACE OF SECURITY]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE NOMINEE OF THE DEPOSITARY OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT HEREON IS MADE TO THE NOMINEE OF THE DEPOSITARY OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, THE NOMINEE OF THE DEPOSITARY, HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY, OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

CUSIP No. 85172F AQ2
ISIN No. US85172FAQ28

**Springleaf Finance Corporation**
**6.625% SENIOR NOTES DUE 2028**

No. ___ $_____

As revised by the Schedule of Increases or Decreases in Global Security attached hereto

*Interest*. Springleaf Finance Corporation, an Indiana corporation (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of ___ million dollars ($_____), as revised by the Schedule of Increases or Decreases in Global Security attached hereto, on January 15, 2028 and to pay interest thereon from May 9, 2019 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on July 15 and January 15 of each year, commencing January 15, 2020 at the rate of 6.625% per annum, until the principal hereof is paid or made available for payment.

*Method of Payment*. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Record Date for such interest, which shall be July 1 or January 1, as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Record Date and may either be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Company, notice thereof having been given to Holders of Notes of this series not less than 10 days prior to such Special Record Date, all as more fully provided in said Indenture. Payment of the principal of (and premium, if any) and any such interest on this Note will be made at the Corporate Trust Office in U.S. Dollars.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

*Authentication*. Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

SPRINGLEAF FINANCE CORPORATION

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated therein referred to in the within-mentioned Indenture.

Date of authentication: _____

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF REVERSE OF SECURITY]

*Indenture*. This Note is one of a duly authorized issue of securities of the Company (herein called the "**Notes**"), issued and to be issued in one or more series under an Indenture, dated as of December 3, 2014, as supplemented by a Eighth Supplemental Indenture dated May 9, 2019 (as amended, supplemented, or otherwise modified from time to time, herein called the "Indenture"), among the Company, OneMain Holdings, Inc. (formerly Springleaf Holdings, Inc.), as a Guarantor ("**OMH**," which term includes any successor Person under the Indenture), and Wilmington Trust, National Association, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. This Note is one of the series designated on the face hereof, initially limited in aggregate principal amount to $800,000,000. The Initial Notes and Additional Notes shall be treated as a single class of securities for all purposes under the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended. The Notes are subject to all such terms, and Holders are referred to the Indenture and such act for a statement of such terms. The Notes are general obligations of the Issuer. To the extent a provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

*Optional Redemption*.

At any time or from time to time prior to July 15, 2027 (six months prior to the Stated Maturity of the Notes), the Company may redeem, at its option, all or part of the Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) the Applicable Premium as of the Redemption Date, plus (iii) accrued and unpaid interest on the Notes, if any, to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date).

In addition, at any time on or after July 15, 2027 (six months prior to the Stated Maturity of the Notes), the Company may redeem, at its option, all or part of the Notes at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) accrued and unpaid interest on the Notes, if any, to, but excluding, the Redemption Date (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date).

For purposes of determining the optional redemption price, the following definitions are applicable:

"**Applicable Premium**" means with respect to any Note on any Redemption Date, the excess, if any, as determined by the Company, of:

(a) the sum of the present values of the remaining scheduled payments of principal and interest on the Note (excluding accrued but unpaid interest to the date of redemption), through July 15, 2027 (six months prior to the Stated Maturity of the Notes), discounted to the Redemption Date on a semi-annual basis using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over

(b) the principal amount of the Note.

The Company shall calculate the Applicable Premium and the Trustee shall have no responsibility to verify such amount.

"**Stated Maturity**," when used with respect to any Note or any installment of principal thereof or any premium or interest thereon, means the fixed date on which the principal of such Note or such installment of principal or premium or interest is due and payable.

"**Treasury Rate**" means, as of any Redemption Date, the yield to maturity as of such Redemption Date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the Redemption Date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the Redemption Date to July 15, 2027 (six months prior to the Stated Maturity of the Notes); provided, however, that if the period from the Redemption Date to July 15, 2027 (six months prior to the Stated Maturity of the Notes) is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year will be used.

Notice of any redemption will be given at least 30 days but not more than 60 days before the Redemption Date to each registered Holder of the Notes to be redeemed; provided that redemption notices may be given more than 60 days prior to a Redemption Date if such notice is given in connection with a Legal Defeasance or a Covenant Defeasance or a satisfaction and discharge pursuant to Article XIII of the Base Indenture. Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on the Notes or portions of the Notes called for redemption. If fewer than all of the Outstanding Notes are to be redeemed, the Trustee will select, not more than 60 days prior to the Redemption Date, the particular Notes or portions thereof for redemption from the Outstanding Notes not previously called by such method as the Trustee deems fair and appropriate (or in accordance with Applicable Procedures of the Depositary).

Except as set forth above, the Notes will not be redeemable by the Company prior to Maturity and will not be entitled to the benefit of any sinking fund.

*Defaults and Remedies*. If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

*Amendment, Supplement, Modification and Waiver*. The Indenture and the Notes may be amended, supplemented or modified as provided in the Indenture.

*Guarantees*. The Notes shall be guaranteed by OMH as provided in the Indenture.

*Denominations, Transfer and Exchange*. The Notes are issuable only in registered form without coupons in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Notes are exchangeable for a like aggregate principal amount of Notes of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registerable in the Security Register, upon surrender of this Note for registration of transfer at the Registrar accompanied by a written request for transfer in form satisfactory to the Company and the Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

*Persons Deemed Owners*. Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

*Miscellaneous*. The Indenture and this Note shall be deemed to be contracts made under the law of the State of New York, and for all purposes shall be governed by and construed in accordance with the law of said State.

All terms used in this Note and not defined herein shall have the meanings assigned to them in the Indenture.

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY

The following increases or decreases in this Global Security have been made:

| Date of Exchange | Amount of increase in Principal Amount of this Global Security | Amount of decrease in Principal Amount of this Global Security | Principal Amount of this Global Security following each decrease or increase | Signature of authorized signatory of Trustee |
|---|---|---|---|---|

(Back To Top)

# Section 4: EX-5.1 (EXHIBIT 5.1)

**Exhibit 5.1**


**Springleaf Finance Corporation**
601 N.W.Second Street
P.O. Box 59
Evansville, IN 47701-0059
T 812.424.8031

May 9, 2019

OneMain Holdings, Inc.
Springleaf Finance Corporation
601 N.W. Second Street
Evansville, Indiana 47708

RE: Issuance of 6.625% Senior Notes due 2028

Ladies and Gentlemen:

I am Senior Vice President, Secretary and Deputy General Counsel of Springleaf Finance Corporation, an Indiana corporation ("SFC"), and I am delivering this opinion in connection with the public offering of $800,000,000 aggregate principal amount of SFC's 6.625% Senior Notes due 2028 (the "Notes") to be issued under the Indenture, dated as of December 3, 2014 (the "Base Indenture"), among SFC, OneMain Holdings, Inc., a Delaware corporation, as guarantor ("OMH"), and Wilmington Trust, National Association, as trustee (the "Trustee"), as supplemented by the Eighth Supplemental Indenture, dated as of May 9, 2019 (together with the Base Indenture, the "Indenture"), among SFC, OMH and the Trustee. On May 7, 2019, SFC and OMH entered into an Underwriting Agreement (the "Underwriting Agreement") with Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives of the several underwriters named therein (the "Underwriters"), relating to the sale by SFC to the Underwriters of the Notes and the guarantee of the Notes provided by OMH (the "OMH Guarantee" and, together with the Notes, the "Securities").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Securities Act").

In rendering the opinions stated herein, we have examined and relied upon the following:

(a) the registration statement on Form S-3 (File No. 333-221391) of OMH and SFC relating to the Securities and other securities of OMH filed with the Securities and Exchange Commission (the "Commission") on November 7, 2017 under the Securities Act allowing for delayed offerings pursuant to Rule 415 of the General Rules and Regulations under the Securities Act (the "Rules and Regulations"), including information deemed to be a part of the registration statement pursuant to Rule 430B of the Rules and Regulations (the "Registration Statement");

(b) an executed copy of the Indenture, including Article XVII of the Base Indenture containing the guaranty obligation of OMH;

(c) an executed copy of the Underwriting Agreement;

(d) executed copies of global certificates evidencing the Notes (the "Note Certificates") delivered by SFC to the Trustee for authentication and delivery;

(e) a copy of the Articles of Incorporation of SFC, certified by the Secretary of State of the State of Indiana;

(f) a copy of the Amended and Restated By-Laws of SFC in effect as of the date hereof; and

(g) a copy of certain resolutions of the Board of Directors of SFC, adopted on November 19, 2014, a copy of the unanimous written consent of the Board of Directors of SFC, dated July 25, 2017 and a copy of the unanimous written consent of the Board of Directors of SFC, dated April 25, 2019.

I have also examined originals or copies, certified or otherwise identified to my satisfaction, of such records of SFC and OMH and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of SFC, OMH and others, and such other documents as I have deemed necessary or appropriate as a basis for the opinions stated below.

In my examination, I have assumed the genuineness of all signatures including endorsements, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies. As to any facts relevant to the opinions stated herein that I did not independently establish or verify, I have relied upon statements and representations of officers and other representatives of SFC, OMH and others and of public officials.

I am a member of the Bar of the State of Indiana and the opinions expressed below are limited to the laws of the State of Indiana. The Indenture provides that it is governed by the laws of the State of New York. To the extent that the opinions expressed herein relate to matters governed by the laws of the State of New York or the General Corporation Law of the State of Delaware (the "DGCL"), I have relied, with their permission, as to all matters of New York law and the DGCL, on the opinion of Sidley Austin LLP dated the date hereof, which is filed herewith as Exhibit 5.2 to SFC's Current Report on Form 8-K dated the date hereof, and my opinion is subject to the exceptions, qualifications and assumptions contained in such opinion.

Based upon and subject to the foregoing and the limitations, qualifications, exceptions and assumptions set forth herein, I am of the opinion that:

1. The Note Certificates constitute valid and binding obligations of SFC enforceable against SFC in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws relating to or affecting creditors' rights generally and by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law and will be entitled to the benefits of the Indenture.

2. The OMH Guarantee constitutes a valid and binding obligation of OMH, enforceable against OMH in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws relating to or affecting creditors' rights generally and by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

I hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to SFC's and OMH's Current Reports on Form 8-K, dated the date hereof. I also hereby consent to the use of my name under the heading "Legal Matters" in the prospectus which forms a part of the Registration Statement. In giving this consent, I do not thereby admit that I am within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations. This opinion is expressed as of the date hereof unless otherwise expressly stated, and I disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable law.

Very truly yours,

By: /s/ Jack R. Erkilla
Name: Jack R. Erkilla
Title: Senior Vice President, Deputy General Counsel and Secretary

*[Signature Page to Opinion of the Deputy General Counsel of SFC]*

(Back To Top)

# Section 5: EX-5.2 (EXHIBIT 5.2)

**Exhibit 5.2**

SIDLEY

SIDLEY AUSTIN LLP
ONE SOUTH DEARBORN STREET
CHICAGO, IL 60603
+1 312 853 7000
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AMERICA • ASIA PACIFIC • EUROPE

May 9, 2019

OneMain Holdings, Inc.
Springleaf Finance Corporation
601 N.W. Second Street
Evansville, Indiana 47708

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-3, File No. 333-221391 (the "Registration Statement"), filed by Springleaf Finance Corporation, an Indiana corporation (the "Company"), and OneMain Holdings, Inc., a Delaware corporation (the "Guarantor"), with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), which Registration Statement became effective upon filing pursuant to Rule 462(e) under the Securities Act. Pursuant to the Registration Statement, (i) the Company is issuing $800,000,000 aggregate principal amount of the Company's 6.625% Senior Notes due 2028 (the "Notes"), and (ii) the Guarantor is providing a guarantee of the Notes (the "Guarantee" and, together with the Notes, the "Securities"). The Securities are being issued under an Indenture, dated as of December 3, 2014 (the "Base Indenture"), as supplemented by the Eighth Supplemental Indenture, dated as of May 9, 2019 (together with the Base Indenture, the "Indenture"), among the Company, the Guarantor and Wilmington Trust, National Association, as trustee (the "Trustee"). The Securities are to be sold by the Company pursuant to the Underwriting Agreement, dated as of May 7, 2019 (the "Underwriting Agreement"), among the Company, the Guarantor and Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives of the several Underwriters named therein.

This opinion letter is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

We have examined the Registration Statement, the Indenture, the Underwriting Agreement, the Notes in global form and the resolutions adopted by the board of directors of each of the Company and the Guarantor relating to the Registration Statement, the Indenture, the Underwriting Agreement and the issuance of the Notes by the Company and the creation and issuance of the Guarantee by the Guarantor. We have also examined originals, or copies of originals certified to our satisfaction, of such agreements, documents, certificates and statements of the Company and the Guarantor and other corporate documents and instruments, and have examined such questions of law, as we have considered relevant and necessary as a basis for this opinion letter. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of all persons and the conformity with the original documents of any copies thereof submitted to us for examination. As to facts relevant to the opinions expressed herein, we have relied without independent investigation or verification upon, and assumed the accuracy and completeness of, certificates, letters and oral and written statements and representations of public officials and officers and other representatives of the Company and the Guarantor.

Based on and subject to the foregoing and the other limitations, qualifications and assumptions set forth herein, we are of the opinion that:

1. The Notes will constitute valid and binding obligations of the Company when the Notes are duly executed by duly authorized officers of the Company and duly authenticated by the Trustee, all in accordance with the provisions of the Indenture, and delivered to the purchasers thereof against payment of the agreed consideration therefor in accordance with the Underwriting Agreement.

2. The Guarantee by the Guarantor will constitute the valid and binding obligation of the Guarantor when the Notes are duly executed by duly authorized officers of the Company and duly authenticated by the Trustee, all in accordance with the provisions of the Indenture, and delivered to the purchasers thereof against payment of the agreed consideration therefor in accordance with the Underwriting Agreement.

With respect to each instrument or agreement referred to in or otherwise relevant to the opinions set forth herein (each, an "Instrument"), we have assumed, to the extent relevant to the opinions set forth herein, that (i) each party to such Instrument (if not a natural person) was duly organized or formed, as the case may be, and was at all relevant times and is validly existing and in good standing under the laws of its jurisdiction of organization or formation, as the case may be, and had at all relevant times and has full right, power and authority to execute, deliver and perform its obligations under such Instrument; (ii) such Instrument has been duly authorized, executed and delivered by each party thereto; and (iii) such Instrument was at all relevant times and is a valid, binding and enforceable agreement or obligation, as the case may be, of, each party thereto; provided that (x) we make no such assumption in clause (i) and (ii) insofar as it relates to the Guarantor (except as otherwise set forth herein) and (y) we make no such assumption in clause (iii) insofar as it relates to the Company or the Guarantor and is expressly covered by our opinions set forth herein.

Our opinion is subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and other similar laws relating to or affecting creditors' rights generally and to general equitable principles (regardless of whether considered in a proceeding in equity or at law), including concepts of commercial reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief. Our opinion is also subject to (i) provisions of law which may require that a judgment for money damages rendered by a court in the United States of America be expressed only in United States dollars, (ii) requirements that a claim with respect to any Notes or other obligations that are denominated or payable other than in United States dollars (or a judgment denominated or payable other than in United States dollars in respect of such claim) be converted into United States dollars at a rate of exchange prevailing on a date determined pursuant to applicable law and (iii) governmental authority to limit, delay or prohibit the making of payments outside of the United States of America or in a foreign currency.

This opinion letter is limited to the General Corporation Law of the State of Delaware and the laws of the State of New York (excluding the securities laws of the State of New York). We express no opinion as to the laws, rules or regulations of any other jurisdiction, including, without limitation, the federal laws of the United States of America or any state securities or blue sky laws.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to all references to our Firm included in or made a part of the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Sidley Austin LLP

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(Back To Top)