

OneMain Holdings, Inc.  
Form 424B3  
March 08, 2018  
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**The information in this preliminary prospectus supplement and the accompanying prospectus is not complete and may be changed. A registration statement relating to the securities has been declared effective by the Securities and Exchange Commission. This preliminary prospectus supplement and the accompanying prospectus are neither offers to sell nor solicitations of offers to buy these securities in any jurisdiction where the offer or sale thereof is not permitted.**

**Filed Pursuant to Rule 424(b)(3)  
Registration Statement No. 333-221391  
333-221391-01**

**Subject to Completion, dated March 8, 2018**

PROSPECTUS SUPPLEMENT  
(To Prospectus dated November 7, 2017)

\$500,000,000

**Springleaf Finance Corporation**  
% Senior Notes due 2025

Springleaf Finance Corporation ( SFC ) is offering \$500 million aggregate principal amount of % Senior Notes due 2025 (the notes ). The notes will bear interest at a rate of % per annum. The notes will mature on , 2025. Interest will accrue on the notes from , 2018. Interest on the notes is payable on and of each year, commencing on , 2018.

The notes will be SFC s general unsecured obligations and will rank equally in right of payment with all of SFC s existing and future unsubordinated debt. The notes will be effectively subordinated to all of SFC s secured obligations to the extent of the value of the assets securing such obligations, and structurally subordinated to any existing and future liabilities of SFC s subsidiaries.

The notes will be guaranteed by SFC s indirect parent company, OneMain Holdings, Inc. (formerly Springleaf Holdings, Inc.) ( OMH ), but the notes will not be guaranteed by OneMain Financial Holdings, LLC (formerly OneMain Financial Holdings, Inc.) ( OMFH ), any of SFC s subsidiaries or any other party.

SFC intends to use the net proceeds from this offering for general corporate purposes, which may include a partial redemption of the OMFH 7.250% Senior Notes due 2021 and other debt repurchases and repayments. Accordingly, SFC will have broad discretion over the use of proceeds from this offering. See Summary—Recent Developments.

**Investing in the notes involves risks. See Risk Factors beginning on page S-11 of this prospectus supplement and page 7 of the accompanying prospectus and those risk factors in the documents incorporated by reference in this prospectus supplement and the accompanying prospectus.**

**Per Note Note Total**

Public offering price <sup>(1)</sup>	%	\$
Underwriting discount	%	\$
Proceeds, before expenses, to us	%	\$

(1) Plus accrued interest, if any, from \_\_\_\_\_, 2018, if settlement occurs after that date.

**Neither the Securities and Exchange Commission (the SEC) nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

The notes will not be listed on any securities exchange.

We expect that beneficial interests in the notes will be credited in book-entry form through the facilities of The Depository Trust Company ( DTC ) to the accounts of its participants, including Euroclear Bank S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, *société anonyme*, on or about \_\_\_\_\_, 2018, which is the second business day following the date of pricing of the notes.

*Joint Book-Running Managers*

**Barclays Morgan Stanley Citigroup Credit Suisse  
Goldman Sachs & Co. LLC RBC Capital Markets SOCIETE GENERALE**

*Co-Managers*

**Sandler O'Neill + Partners, L.P. The Williams Capital Group, L.P.**

Prospectus Supplement dated \_\_\_\_\_, 2018

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**ABOUT THIS PROSPECTUS SUPPLEMENT**

**This prospectus supplement and the accompanying prospectus are part of a shelf registration statement that we filed with the SEC. Under this shelf registration process, we may sell the securities described in the accompanying prospectus at our discretion in one or more offerings. You should read (i) this prospectus supplement, (ii) the accompanying prospectus, (iii) any free writing prospectus prepared by or on behalf of us or to which we have referred you and (iv) the documents incorporated by reference herein and therein that are described in this prospectus supplement and the accompanying prospectus under the heading Where You Can Find More Information.**

**We and the underwriters have not authorized anyone to provide you with any information other than that contained or incorporated by reference in this prospectus supplement, the accompanying prospectus or any free writing prospectus prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may have provided you. We and the underwriters are offering to sell, and seeking offers to buy, these securities only in jurisdictions where the offers and sales are permitted. You should assume that the information appearing in this prospectus supplement and the accompanying prospectus or any other documents incorporated by reference in either is accurate only as of the stated date of each document in which the information is contained. After the stated date, our business, financial condition, results of operations and prospects may have changed.**

**This prospectus supplement and the accompanying prospectus summarize certain documents and other information to which we refer you for a more complete understanding of what we discuss in this prospectus supplement and the accompanying prospectus. In making an investment decision, you should rely on your own examination of our Company (as defined herein) and the terms of this offering and the notes, including the merits and risks involved.**

**We and the underwriters are not making any representation to any purchaser of the notes regarding the legality of the purchaser's investment in the notes. You should not consider any information contained or incorporated by reference in this prospectus supplement or the accompanying prospectus to be legal, business or tax advice. You should consult your own attorney, business advisor and tax advisor for legal, business and tax advice regarding an investment in the notes.**

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### **NON-GAAP FINANCIAL MEASURES**

The SEC has adopted rules to regulate the use of non-GAAP financial measures in filings with the SEC and in other public disclosures. These measures are derived on the basis of methodologies other than in accordance with accounting principles generally accepted in the United States of America ( GAAP ).

We use adjusted pretax income (loss), a non-GAAP financial measure in this prospectus supplement and accompanying prospectus, as a key performance measure. Adjusted pretax income (loss) represents income (loss) before income taxes on a Segment Accounting Basis (as defined below) and excludes acquisition-related transaction and integration expenses, net gain (loss) on sales of personal and real estate loans, net gain on sale of SpringCastle interests, SpringCastle transaction costs, losses resulting from repurchases and repayments of debt, debt refinance costs, net loss on liquidation of our United Kingdom subsidiary, and income attributable to non-controlling interests. Management believes adjusted pretax income (loss) is useful in assessing the profitability of our segments and uses adjusted pretax income (loss) in evaluating our operating performance and as a performance goal under the Company's executive compensation programs. Adjusted pretax income (loss) is a non-GAAP financial measure and should be considered supplemental to, but not as a substitute for or superior to, income (loss) before income taxes, net income, or other measures of financial performance prepared in accordance with GAAP. Segment Accounting Basis refers to a basis used to report the operating results of our segments, which reflects our allocation methodologies for certain costs and excludes the impact of applying purchase accounting.

See Summary—Summary Consolidated Historical Financial Data of OMH and its Subsidiaries and Summary—Summary Consolidated Historical Financial Data of SFC and its Subsidiaries in this prospectus supplement for quantitative reconciliations of income (loss) before income taxes on a Segment Accounting Basis to adjusted pretax income (loss). See also Note 22 of the Notes to Consolidated Financial Statements in each of OMH's and SFC's Annual Reports on Form 10-K for the year ended December 31, 2017, which are incorporated by reference herein, for reconciliations of segment information on a Segment Accounting Basis to consolidated financial statement amounts.

### **INDUSTRY AND MARKET DATA**

We obtained the market and competitive position data used or incorporated by reference in this prospectus supplement and accompanying prospectus from our own research, surveys or studies conducted by third parties and industry or general publications. Industry publications and surveys generally state that they have obtained information from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. While we believe that each of these studies and publications is reliable, neither we nor the underwriters have independently verified such data and neither we nor the underwriters make any representation as to the accuracy of such information. Similarly, we believe our internal research is reliable, but it has not been verified by any independent sources.

### **FORWARD-LOOKING STATEMENTS**

This prospectus supplement and the accompanying prospectus and the documents incorporated by reference herein and therein contain or incorporate by reference certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are not statements of historical fact but instead represent only management's current beliefs regarding future events. By their nature, forward-looking statements involve inherent risks, uncertainties and other important factors that may cause actual results, performance or achievements to differ materially from those expressed in or implied by such forward-looking statements. The forward-looking statements made or incorporated by reference in this prospectus supplement and the accompanying prospectus and the documents incorporated by reference herein and therein relate only to events as of the date on which the statements are made. We do not undertake any obligation to publicly update or review any forward-looking statement except as required by law, whether as a result of new information, future developments or otherwise.

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Forward-looking statements include, without limitation, statements concerning future plans, objectives, goals, projections, strategies, events or performance, and underlying assumptions and other statements related thereto. Statements preceded by, followed by or that otherwise include the words anticipates, appears, are likely, believes, estimates, expects, foresees, intends, plans, projects and similar expressions or future or conditional verbs such as would, should, could, may, or will, are intended to identify forward-looking statements.

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As set forth more fully under Part I, Item 1A. Risk Factors in OMH's and SFC's respective most recent Annual Reports on Form 10-K, which are incorporated by reference herein, important factors that could cause actual results, performance or achievements to differ materially from those expressed in or implied by forward-looking statements include, without limitation, the following:

- the inability to obtain, or delays in obtaining, cost savings and synergies from the OneMain Acquisition (as defined herein), and risks and other uncertainties associated with the integration of the companies;
- any litigation, fines or penalties that could arise relating to the OneMain Acquisition or Apollo-Värde Transaction (as defined herein);
- various uncertainties and risks in connection with the OneMain Acquisition or Apollo-Värde Transaction which may result in an adverse impact on us;
- the impact of the Apollo-Värde Transaction on our relationships with employees and third parties;
- various risks relating to our continued compliance with the settlement agreement with the U.S. Department of Justice entered into in connection with the OneMain Acquisition;
- any inability to repay or default in the repayment of intercompany indebtedness owed to SFC or OMH by our subsidiaries or affiliates or owed by SFC or OMH to our subsidiaries or affiliates;
- any inability to perform or default in the performance of any contractual obligations, including intercompany indebtedness, that currently exist or may in the future exist between SFC and OMH or between SFC or OMH, on the one hand, and any of our subsidiaries or affiliates, on the other hand;
- changes in general economic conditions, including the interest rate environment in which we conduct business and the financial markets through which we can access capital and also invest cash flows from our Consumer and Insurance segment;
- levels of unemployment and personal bankruptcies;
- natural or accidental events such as earthquakes, hurricanes, tornadoes, fires, or floods affecting our customers, collateral, or branches or other operating facilities;
- war, acts of terrorism, riots, civil disruption, pandemics, disruptions in the operation of our information systems, cyber-attacks or other security breaches, or other events disrupting business or commerce;
- changes in the rate at which we can collect or potentially sell our finance receivables portfolio;
- the effectiveness of our credit risk scoring models in assessing the risk of customer unwillingness or lack of capacity to repay;
- changes in our ability to attract and retain employees or key executives to support our businesses;
- changes in the competitive environment in which we operate, including the demand for our products, customer responsiveness to our distribution channels, our ability to make technological improvements and the strength and ability of our competitors to operate independently or to enter into business combinations that result in a more attractive range of customer products or provide greater financial resources;
- risks related to the acquisition or sale of assets or businesses or the formation, termination or operation of joint ventures or other strategic alliances or arrangements, including loan delinquencies or net charge-offs, integration or migration issues, increased costs of servicing, incomplete records, and retention of customers;
- risks associated with our insurance operations, including insurance claims that exceed our expectations or insurance losses that exceed our reserves;
- the inability to successfully implement our growth strategy for our consumer lending business, as well as various risks associated with successfully acquiring portfolios of consumer loans, pursuing acquisitions, and/or establishing joint ventures;
- declines in collateral values or increases in actual or projected delinquencies or net charge-offs;



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changes in federal, state or local laws, regulations, or regulatory policies and practices, including the Dodd-Frank Wall Street Reform and Consumer Protection Act (which, among other things, established the Consumer Financial Protection Bureau, which has broad authority to regulate and examine financial institutions, including us), that affect our ability to conduct business or the manner in which we conduct business, such as licensing requirements, pricing limitations or restrictions on the method of offering products, as well as changes that may result from increased regulatory scrutiny of the sub-prime lending industry, our use of third-party vendors and real estate loan servicing, or changes in corporate or individual income tax laws or regulations, including effects of the enactment of Public Law 115-97 amending the Internal Revenue Code of 1986, as amended (the Code );

potential liability relating to real estate and personal loans which we have sold or may sell in the future, or relating to securitized loans, if it is determined that there was a non-curable breach of a representation or warranty made in connection with such transactions;

the costs and effects of any actual or alleged violations of any federal, state or local laws, rules or regulations, including any litigation associated therewith, any impact to our business operations, reputation, financial position, results of operations or cash flows arising therefrom, any impact to our relationships with lenders, investors or other third parties attributable thereto, and the costs and effects of any breach of any representation, warranty or covenant under any of our contractual arrangements, including indentures or other financing arrangements or contracts, as a result of any such violation;

the costs and effects of any fines, penalties, judgments, decrees, orders, inquiries, investigations, subpoenas or enforcement or other proceedings of any governmental or quasi-governmental agency or authority and any litigation associated therewith;

our continued ability to access the capital markets or the sufficiency of our current sources of funds to satisfy our cash flow requirements;

our ability to comply with our debt covenants;

our ability to generate sufficient cash to service all of our indebtedness;

any material impairment or write-down of the value of our assets;

the effects of any downgrade of our debt ratings by credit rating agencies, which could have a negative impact on our cost of and/or access to capital;

our substantial indebtedness, which could prevent us from meeting our obligations under our debt instruments and limit our ability to react to changes in the economy or our industry, or our ability to incur additional borrowings;

the impacts of our securitizations and borrowings;

our ability to maintain sufficient capital levels in our regulated and unregulated subsidiaries;

changes in accounting standards or tax policies and practices and the application of such new standards, policies and practices;

changes in accounting principles and policies or changes in accounting estimates

effects of the acquisition of Fortress by an affiliate of SoftBank Group Corp. ( SoftBank );

effects, if any, of the contemplated acquisition by an investor group of shares of our common stock beneficially owned by Fortress and its affiliates;

any failure or inability to achieve the performance requirements related to a loan portfolio initially acquired through a joint venture (the SpringCastle Portfolio ) set forth in the purchase agreement, dated March 31, 2016, entered in connection with the sale of our 47% equity interest in the SpringCastle Portfolio;

the effect of future sales of our remaining portfolio of real estate loans and the transfer of servicing of these loans, including the environmental liability and costs for damage caused by hazardous waste if a real estate loan goes into default; and

other risks described in Risk Factors in this prospectus supplement.

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If one or more of these or other risks or uncertainties materialize, or if our underlying assumptions prove to be incorrect, our actual results may vary materially from what we may have expressed or implied by these forward-looking statements. We caution that you should not place undue reliance on any of our forward-looking statements. You should specifically consider the factors identified or incorporated by reference in this prospectus supplement and the accompanying prospectus that could cause actual results to differ before making an investment decision to purchase our securities. Furthermore, new risks and uncertainties arise from time to time, and it is impossible for us to predict those events or how they may affect us.

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### **SUMMARY**

*This summary highlights the information contained elsewhere in or incorporated by reference in this prospectus supplement and the accompanying prospectus. Because this is only a summary, it does not contain all of the information that may be important to you. For a more complete understanding of this offering, we encourage you to read this entire prospectus supplement and the accompanying prospectus and the information incorporated by reference herein and therein, including the financial statements and the notes to those statements.*

*In this prospectus supplement, except as otherwise indicated or the context otherwise requires, each reference to (i) SFC refers to Springleaf Finance Corporation, (ii) OMH refers to OneMain Holdings, Inc. (formerly Springleaf Holdings, Inc.), (iii) SFI refers to Springleaf Finance, Inc., (iv) OMFH refers to OneMain Financial Holdings, LLC (formerly OneMain Financial Holdings, Inc.), (v) OneMain refers to OMFH and its subsidiaries and (v) the Company, we, us and our refers to OMH and its subsidiaries, whether directly or indirectly owned. See —Organizational Structure below.*

We are a leading consumer finance company providing responsible loan products to customers through our branch network and the internet. We have over a 100-year track record of high quality origination, underwriting and servicing of personal loans, primarily to non-prime consumers. Our deep understanding of local markets and customers, together with our proprietary underwriting process and data analytics, allow us to price, manage and monitor risk effectively through changing economic conditions. With an experienced management team, a strong balance sheet, proven access to the capital markets and strong demand for consumer credit, we believe we are well positioned for future growth.

We staff each of our branch offices with local, well-trained personnel who have significant experience in the industry. Our business model revolves around an effective origination, underwriting, and servicing process that leverages each branch office's local presence in these communities along with the personal relationships developed with our customers. Credit quality is also driven by our long-standing underwriting philosophy, which takes into account each prospective customer's household budget, and his or her willingness and capacity to repay the loan.

In connection with our personal loan business, our insurance subsidiaries offer our customers credit and non-credit insurance policies covering our customers and the property pledged as collateral for our personal loans. As of December 31, 2017, we had approximately \$14.8 billion of personal loans due from approximately 2.3 million customer accounts across 44 states, including approximately \$5.3 billion of personal loans held by SFC and its subsidiaries.

We also pursue strategic acquisitions and dispositions of assets and businesses, including loan portfolios and other financial assets, as well as fee-based opportunities in servicing loans for others in connection with potential strategic portfolio acquisitions through our centralized operations. We service the SpringCastle Portfolio, in which we sold our 47% ownership interest on March 31, 2016.

### **Our Corporate History and Corporate Information**

In November 2010, an affiliate of Fortress indirectly acquired (the Fortress Acquisition) an 80% economic interest in SFI, a financial services holding company, from an affiliate of American International Group, Inc. (AIG). Following the Fortress Acquisition, AIG indirectly retained a 20% economic interest in SFI. All of the common stock of SFC is owned by SFI. Following a restructuring completed in connection with the initial public offering of OMH, all of the common stock of SFI is owned by OMH.

SFC was incorporated in Indiana in 1927 as successor to a business started in 1920. SFI was incorporated in Indiana in 1974. OMH was incorporated in Delaware in 2013. In October 2013, OMH completed an initial public offering of its common stock. On November 15, 2015, OMH acquired all of the outstanding equity interests of OMFH for approximately \$4.5 billion in cash (the OneMain Acquisition ). In connection with the OneMain Acquisition, OMH changed its name from Springleaf Holdings, Inc. to OneMain Holdings, Inc. As a result of the OneMain Acquisition, OMFH became a wholly owned, indirect subsidiary of OMH. OMFH is not a subsidiary of SFC and SFC is not a subsidiary of OMFH. See —Organizational Structure.

As of February 14, 2018, Springleaf Financial Holdings, LLC (the Initial Stockholder ) owned approximately 43.6% of OMH s common stock. The Initial Stockholder is owned primarily by a private equity fund managed by an affiliate of Fortress, a leading global investment manager that offers alternative and traditional investment products, and AIG Capital Corporation, a subsidiary of AIG. On February 26, 2018, the Initial Stockholder sold all of the remaining shares beneficially owned by AIG.

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On January 3, 2018, an investor group led by funds managed by affiliates of Apollo Global Management, LLC and Värde Partners, Inc. entered into a definitive agreement (the Apollo-Värde Transaction ) with the Initial Stockholder and OMH to acquire from the Initial Stockholder 54,937,500 shares of OMH's common stock (representing approximately 40.6% of the outstanding shares of OMH's common stock as of such date), representing the entire holdings of OMH's stock beneficially owned by Fortress. The Apollo-Värde Transaction is expected to close in the second quarter of 2018 and is subject to regulatory approvals and other customary closing conditions.

Our executive offices are located at 601 N.W. Second Street, Evansville, Indiana 47708, and our telephone number is (812) 424-8031. Our website address is [www.onemainfinancial.com](http://www.onemainfinancial.com). The information on our website is not a part of this prospectus supplement and is not incorporated into this prospectus supplement or the accompanying prospectus by reference.

### **Recent Developments**

#### *The Offering*

SFC intends to issue \$500 million aggregate principal amount of % senior notes offered hereby. SFC intends to use the net proceeds from this offering for general corporate purposes, which may include a partial redemption of the OMFH 7.250% Senior Notes due 2021 and other debt repurchases and repayments. Accordingly, SFC will have broad discretion over the use of proceeds from this offering.

#### *Potential SFC Securitization Offering*

SFC expects to undertake an offering in March 2018 of approximately \$263 million of asset-backed notes in a separate, private offering (the Potential March SFC Securitization ). The Potential March SFC Securitization will include one class of senior asset-backed notes and four classes of subordinate asset-backed notes. The assets to be pledged consist of a pool of non-revolving, secured and unsecured, fixed-rate personal loans. At least 5% of the initial note principal balance of each class of notes will be retained by SFC. There can be no assurance that the Potential March SFC Securitization will be completed on the terms described above or at all and, if completed, the actual terms of the Potential March SFC Securitization may be different.

#### *OMFH Securitization Offering*

On February 28, 2018, OMFH closed a private offering of approximately \$632 million of asset-backed notes (the February OMFH Securitization ). The February OMFH Securitization included one class of senior asset-backed notes and four classes of subordinate asset-backed notes. The assets pledged consist of a pool of non-revolving, secured and unsecured, fixed-rate personal loans. At least 5% of the initial note principal balance of each class of notes was retained by OMFH.

#### *Redemption of the OMFH 2019 Notes*

On January 8, 2018, OMFH redeemed all \$700 million in principal amount of its outstanding 6.75% Senior Notes due 2019 (the 2019 OMFH Notes ) at a redemption price equal to 103.375%, plus accrued and unpaid interest to the redemption date (such redemption, the 2019 OMFH Notes Redemption ).

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**Organizational Structure**

The following chart summarizes our organizational structure as of March 5, 2018, as well as our and OneMain's outstanding indebtedness as of December 31, 2017 after giving effect to certain transactions described in the footnotes below. See [OMH Capitalization](#), [SFC Capitalization](#) and [Description of Certain Other Indebtedness](#) for more information.

This chart is provided for illustrative purposes only and does not represent all of our or OneMain's subsidiaries or obligations.

- (a) Management consists of outstanding shares of common stock owned by our directors and executive officers as of March 5, 2018.
- (b) Formerly Springleaf Holdings, Inc.  
On November 12, 2015, in connection with the closing of the OneMain Acquisition, Springleaf Financial Cash Services, Inc. ( CSI ), a wholly owned subsidiary of SFC, entered into a revolving demand note with Independence (the Cash Services Note ), whereby CSI agreed to make advances to Independence from time to time. As of March 5, 2018, \$2.9 billion was outstanding under the Cash Services Note, and the maximum borrowing amount under the note was \$3.4 billion. See [Description of Certain Other Indebtedness—Independence Indebtedness—Cash Services Note](#).
- (c) As part of our ongoing efforts related to the integration of Springleaf and OneMain, we may contribute the equity of Independence to SFC during 2018 (the Independence Contribution ). No assurance can be given that the Independence Contribution will be completed in 2018 or at all.
- (d) Reflects the net incurrence of debt occurring after December 31, 2017, totaling \$324 million (the 2018 OMFH Net Debt Incurrence ) relating to OMFH's revolving conduit facilities and securitizations, including the February OMFH Securitization. See [Summary—Recent Developments—OMFH Securitization Offering](#).
- (e) Reflects the redemption by OMFH of all \$700 million in principal amount of its 2019 OMFH Notes. See [Summary—Recent Developments—Redemption of the OMFH 2019 Notes](#).
- (f) Reflects the net incurrence of debt occurring after December 31, 2017 through March 5, 2018 totaling \$137 million (the 2018 SFC Net Debt Incurrence ) relating to SFC's revolving conduit facilities and securitizations, excluding the Potential March SFC Securitization.
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### **The Offering**

*The summary below describes the principal terms of the notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The following is not intended to be complete. You should carefully review the Description of the Notes section of this prospectus supplement, which contains a more detailed description of the terms and conditions of the notes.*

### **Issuer**

Springleaf Finance Corporation, an Indiana corporation (the Issuer).

### **Notes to be Issued**

\$500 million aggregate principal amount of % senior notes due , 2025.

### **Maturity**

The notes will mature on , 2025.

### **Interest Rate**

The notes will bear interest at the rate of % per annum, payable semi-annually in arrears.

### **Interest Payment Dates**

Each and , commencing on , 2018. Interest will accrue from the issue date of the notes.

### **Ranking**

The notes will be SFC's senior unsecured obligations and will rank equally in right of payment with all of SFC's other existing and future unsubordinated indebtedness from time to time outstanding. The notes will not be guaranteed by any of SFC's subsidiaries. The notes will be effectively subordinated to all of SFC's secured obligations to the extent of the value of the assets securing such obligations and structurally subordinated to any existing and future obligations of SFC's subsidiaries with respect to claims against the assets of such subsidiaries.

As a result of the OneMain Acquisition, OMFH became a wholly owned, indirect subsidiary of OMH. On November 8, 2016, OMH, OMFH and the trustee under the OMFH Indenture entered into a supplemental indenture pursuant to which OMH agreed to fully and unconditionally guarantee, on a senior unsecured basis (the OMFH Notes Guarantee), the payment of principal of, and premium and interest on, the OMFH Notes (as defined herein).

OMFH is not a subsidiary of SFC and SFC is not a subsidiary of OMFH. OMFH and its subsidiaries will not be guarantors of the notes; accordingly, the notes will be structurally subordinated to all existing and future obligations of OMFH and its subsidiaries with respect to claims against their assets (except to the extent that OMH or SFC have recognized claims against OneMain). Although they may do so in the future, SFC and its subsidiaries are not guarantors of any indebtedness of OneMain.

As of December 31, 2017, after giving effect to this offering and the 2019 OMFH Notes Redemption, the aggregate amount of unsubordinated indebtedness outstanding with which the guarantee of the notes by OMH would have ranked equally would have been approximately \$5.5 billion. As of December 31, 2017,

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after giving effect to (i) this offering and (ii) the 2018 SFC Net Debt Incurrence, SFC's subsidiaries would have had approximately \$3.2 billion of indebtedness (including securitizations and borrowings under revolving conduit facilities) to which the notes would have been structurally subordinated.

As of December 31, 2017, after giving effect to (i) this offering and (ii) the 2018 SFC Net Debt Incurrence, the aggregate amount of SFC's unsubordinated indebtedness outstanding with which the notes would have ranked equally would have been approximately \$4.7 billion. As of December 31, 2017, after giving effect to (i) this offering, (ii) the 2019 OMFH Notes Redemption, (iii) the 2018 SFC Net Debt Incurrence and (iv) the 2018 OMFH Net Debt Incurrence, OMH and its subsidiaries would have had \$15.3 billion of indebtedness outstanding.

As of December 31, 2017, after giving effect to (i) this offering, (ii) the 2019 OMFH Notes Redemption and (iii) the 2018 OMFH Net Debt Incurrence, OneMain would have had approximately \$6.8 billion of indebtedness outstanding (excluding any indebtedness owed by OMFH to SFC or its parent).

See Description of Certain Other Indebtedness.

### **Optional Redemption**

The notes may be redeemed at any time and from time to time, in whole or in part, at SFC's option, at a make-whole redemption price, as described in this prospectus supplement under the caption Description of the Notes—Optional Redemption.

### **Guarantee**

The payment of principal of, and premium and interest on, the notes will be fully and unconditionally guaranteed on an unsecured basis by OMH, SFC's indirect parent company. See Description of the Notes—Guarantee.

### **Certain Covenants**

The notes contain certain restrictions, including a limitation that restricts SFC's ability and the ability of SFC's subsidiaries to incur liens on certain assets. See Description of the Notes—Limitations on Liens.

The notes also restrict SFC's ability to merge with or into, or sell or convey all or substantially all of our assets to, any other corporation or entity. See Description the Notes—Merger and Consolidation.

### **Use of Proceeds**

SFC intends to use the net proceeds from this offering for general corporate purposes, which may include a partial redemption of the OMFH 7.250% Senior Notes due 2021 and other debt repurchases and repayments. Accordingly, SFC will have broad discretion over the use of proceeds from this offering. See Summary—Recent Developments.

### **Governing Law**

The indenture and the notes will be governed by, and construed in accordance with, the laws of the State of New York.

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**No Prior Market**

The notes will be new securities for which there is no market. Although the underwriters have informed us that they intend to make a market in the notes, they are not obligated to do so and may discontinue market-making at any time without notice. Accordingly, a liquid market for the notes may not develop or be maintained.

**Risk Factors**

You should carefully consider the information set forth herein under **Risk Factors** and in the section entitled **Risk Factors** in the most recent Annual Report on Form 10-K filed by each of OMH and SFC and the other information included or incorporated by reference in this prospectus supplement and the accompanying prospectus in deciding whether to purchase the notes.

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TABLE OF CONTENTS**SUMMARY CONSOLIDATED HISTORICAL FINANCIAL DATA OF OMH AND ITS SUBSIDIARIES**

The following tables present OMH's summary historical financial information as of and for the periods described below.

The summary historical consolidated statement of operations data for the years ended December 31, 2015, 2016 and 2017 and the summary historical consolidated balance sheet data as of December 31, 2016 and 2017 have been derived from OMH's audited consolidated financial statements incorporated by reference into this prospectus supplement and the accompanying prospectus. The summary historical consolidated balance sheet data as of December 31, 2015 has been derived from OMH's audited consolidated financial statements, which are not incorporated by reference herein, and which have been revised for a change in accounting policy for the derecognition of loans within a purchased credit impaired pool.

The summary historical financial information should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and OMH's audited consolidated financial statements and related notes in OMH's Annual Report on Form 10-K for the year ended December 31, 2017 and Management's Discussion and Analysis of Financial Condition and Results of Operations which is incorporated by reference herein.

<b>(dollars in millions, except per share amounts)</b>	<b>At or for the Years Ended December 31,</b>		
	<b>2017</b>	<b>2016</b>	<b>2015<sup>(a)</sup></b>
<b>Consolidated Statements of Operations Data:</b>			
Interest income	\$ 3,196	\$ 3,110	\$ 1,930
Interest expense	816	856	715
Provision for finance receivable losses	955	932	716
Net gain on sale of SpringCastle interests	—	167	—
Net gain on sales of personal and real estate loans and related trust assets	—	18	—
Other revenues	560	588	262
Acquisition-related transaction and integration expenses	69	108	62
Other expenses	1,485	1,631	925
Income (loss) before income taxes	431	356	(226 )
Income tax expense (benefit)	248	113	(133 )
Net income (loss)	183	243	(93 )
Net income attributable to non-controlling interests	—	28	127
Net income (loss) attributable to OneMain Holdings, Inc.	\$ 183	\$ 215	\$ (220 )
<b>Earnings (loss) per share of OneMain Holdings, Inc.:</b>			
Basic	\$ 1.35	\$ 1.60	\$ (1.72 )
Diluted	\$ 1.35	\$ 1.59	\$ (1.72 )
<b>Consolidated Balance Sheet Data:</b>			
Net finance receivables, less unearned insurance premium and claim reserves and allowance for finance receivable losses	\$ 13,670	\$ 12,457	\$ 14,305
Total assets	19,433	18,123	21,190
Long-term debt <sup>(b)</sup>	15,050	13,959	17,300

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Total liabilities	16,155	15,057	18,460
OneMain Holdings, Inc. shareholders' equity	3,278	3,066	2,809
Non-controlling interests	—	—	(79 )
Total shareholders' equity	3,278	3,066	2,730

**Other Operating Data:**

Ratio of earnings to fixed charges	1.51	1.40	(c )
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(a) Selected financial data for 2015 includes OMFH's results effective from November 1, 2015, pursuant to our contractual agreements with Citigroup in connection with the OneMain Acquisition.

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(b) Long-term debt is comprised of the following:

(dollars in millions)	December 31,		
	2017	2016	2015
<b>Long-term debt:</b>			
Consumer securitization debt*	\$ 8,688	\$ 8,240	\$ 9,034
Borrowings under revolving conduit facilities	—	—	2,620
Total secured debt	8,688	8,240	11,654
Total existing senior notes	6,190	5,547	5,474
Total existing senior debt	14,878	13,787	17,128
Junior subordinated debt (hybrid debt)	172	172	172
Total debt	\$ 15,050	\$ 13,959	\$ 17,300

\*Includes long-term debt from our Acquisitions and Servicing segment of \$1.9 billion at December 31, 2015.

(c) Earnings did not cover total fixed charges by \$226 million in 2015.

**(a) Non-GAAP Financial Measures**

**Adjusted Pretax Income (Loss).** Management uses adjusted pretax income (loss), a non-GAAP financial measure, as a key performance measure of our segments. Adjusted pretax income (loss) is a non-GAAP financial measure and should be considered supplemental to, but not as a substitute for or superior to, income (loss) before income taxes, net income, or other measures of financial performance prepared in accordance with GAAP. See Non-GAAP Financial Measures.

The reconciliations of income (loss) before income taxes on a Segment Accounting Basis to adjusted pretax income (loss) (non-GAAP) by segment were as follows:

(dollars in millions)	Year Ended December 31,		
	2017	2016	2015
<b>Consumer and Insurance</b>			
Income before income taxes—Segment Accounting Basis	\$ 676	\$ 688	\$ 345
Adjustments:			
Acquisition-related transaction and integration expenses*	66	100	16
Net gain on sale of personal loans	—	(22 )	—
Net loss on repurchases and repayments of debt	18	14	—
Debt refinance costs	—	4	—
Adjusted pretax income (non-GAAP)	\$ 760	\$ 784	\$ 361
<b>Acquisitions and Servicing</b>			
Income before income taxes —Segment Accounting Basis	\$ 1	\$ 225	\$ 254
Adjustments:			
Net gain on sale of SpringCastle interests	—	(167 )	—
Acquisition-related transaction and integration expenses*	—	1	1
SpringCastle transaction costs	—	1	—
Income attributable to non-controlling interests	—	(28 )	(127 )
Adjusted pretax income (non-GAAP)	\$ 1	\$ 32	\$ 128

**Other**

Loss before income tax benefit—Segment Accounting Basis \$ (41 ) \$ (90 ) \$ (284 )

## Adjustments:

Net loss on sale of real estate loans	—	12	—
Net loss on repurchases and repayments of debt	—	1	—
Acquisition-related transaction and integration expenses*	6	27	48
Debt refinance costs	—	1	—
Net loss on liquidation of United Kingdom subsidiary	—	6	—
Adjusted pretax loss (non-GAAP)	\$ (35 )	\$ (43 )	\$ (236 )

Acquisition-related transaction and integration expenses incurred as a result of the OneMain Acquisition and the sale of branches to Lendmark Financial Services, LLC completed on May 2, 2016 include (i) compensation and employee benefit costs, such as retention awards and severance costs, (ii) accelerated amortization of acquired software assets, (iii) rebranding to the OneMain brand, (iv) branch infrastructure and other fixed asset integration costs, (v) information technology costs, such as internal platform development, software upgrades and licenses, and technology termination costs, (vi) legal fees and project management costs, (vii) system conversions, including payroll, marketing, risk, and finance functions, and (viii) other costs and fees directly related to the OneMain Acquisition and integration.

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TABLE OF CONTENTS**SUMMARY CONSOLIDATED HISTORICAL FINANCIAL DATA OF SFC AND ITS SUBSIDIARIES**

The following tables present SFC's summary historical financial information as of and for the periods described below.

The summary historical consolidated statement of operations data for the years ended December 31, 2015, 2016 and 2017 and the summary historical consolidated balance sheet data as of December 31, 2016 and 2017 have been derived from SFC's audited consolidated financial statements incorporated by reference into this prospectus supplement and the accompanying prospectus. The summary historical consolidated balance sheet data as of December 31, 2015 has been derived from SFC's audited consolidated financial statements, which are not incorporated by reference herein, and which have been revised for a change in accounting policy for the derecognition of loans within a purchased credit impaired pool.

The summary historical financial information should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and SFC's audited consolidated financial statements and related notes in SFC's Annual Report on Form 10-K for the year ended December 31, 2017 and Management's Discussion and Analysis of Financial Condition and Results of Operations which is incorporated by reference herein.

(dollars in millions)	At or for the Years Ended December 31,		
	2017	2016	2015
<b>Consolidated Statements of Operations Data:</b>			
Interest income	\$ 1,241	\$ 1,350	\$ 1,657
Interest expense	517	556	667
Provision for finance receivable losses	324	329	339
Net gain on the sale of SpringCastle	—	167	—
Net gain on sale of personal and real estate loans and related trust assets	—	18	—
Other revenues	407	389	243
Other expenses	614	693	735
Income before income taxes	193	346	159
Income taxes	99	113	18
Net income	94	233	141
Net income attributable to non-controlling interests	—	28	127
Net income attributable to Springleaf Finance Corporation.	\$ 94	\$ 205	\$ 14
<b>Consolidated Balance Sheet Data:</b>			
Net finance receivables, less unearned insurance premium and claim reserves and allowance for finance receivable losses	\$ 5,094	\$ 4,543	\$ 6,090
Total assets	10,824	9,719	12,188
Long-term debt*	7,865	6,837	9,582
Total liabilities	8,418	7,376	10,156
Springleaf Finance Corporation shareholders' equity	2,406	2,343	2,111
Non-controlling interests	—	—	(79 )
Total shareholders' equity	2,406	2,343	2,032

**Other Operating Data:**

Ratio of earnings to fixed charges	1.37	1.61	1.24
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\*Long-term debt is comprised of the following:

(dollars in millions)	December 31,		
	2017	2016	2015
<b>Long-term debt:</b>			
Consumer securitization debt*	\$ 3,041	\$ 2,675	\$ 4,313
Borrowings under revolving conduit facilities	—	—	1,200
Total secured debt	3,041	2,675	5,513
Total existing senior notes	4,652	3,990	3,897
Total existing senior debt	7,693	6,665	9,410
Junior subordinated debt (hybrid debt)	172	172	172
Total debt	\$ 7,865	\$ 6,837	\$ 9,582

\*Includes long-term debt from our Acquisitions and Servicing segment of \$1.9 billion at December 31, 2015.

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TABLE OF CONTENTS**(a) Non-GAAP Financial Measures**

**Adjusted Pretax Income (Loss).** Management uses adjusted pretax income (loss), a non-GAAP financial measure, as a key performance measure of our segments. Adjusted pretax income (loss) is a non-GAAP financial measure and should be considered supplemental to, but not as a substitute for or superior to, income (loss) before income taxes, net income, or other measures of financial performance prepared in accordance with GAAP. See Non-GAAP Financial Measures.

The reconciliations of income (loss) before income taxes on a Segment Accounting Basis to adjusted pretax income (loss) (non-GAAP) by segment were as follows:

(dollars in millions)	<b>Year Ended December 31,</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>
<b>Consumer and Insurance</b>			
Income before income taxes—Segment Accounting Basis	\$ 26	\$ 56	\$ 260
Adjustments:			
Net gain on sale of personal loans	—	(22 )	—
Net loss on repurchases and repayments of debt	17	8	—
Debt refinance costs	—	4	—
Adjusted pretax income (non-GAAP)	\$ 43	\$ 46	\$ 260
<b>Acquisitions and Servicing</b>			
Income (loss) before income taxes —Segment Accounting Basis	\$ (2 )	\$ 219	\$ 244
Adjustments:			
Net gain on sale of SpringCastle interests	—	(167 )	—
SpringCastle transaction costs	—	1	—
Income attributable to non-controlling interests	—	(28 )	(127 )
Adjusted pretax income (loss) (non-GAAP)	\$ (2 )	\$ 25	\$ 117
<b>Other</b>			
Income (loss) before income tax—Segment Accounting Basis	\$ 240	\$ 143	\$ (195 )
Adjustments:			
Net loss on sale of real estate loans	—	12	—
Net loss on liquidation of United Kingdom subsidiary	—	6	—
Net loss on repurchase and repayment of debt	—	1	—
Debt refinance costs	—	1	—
Adjusted pretax income (loss) (non-GAAP)	\$ 240	\$ 163	\$ (195 )



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### **RISK FACTORS**

In addition to the other information included or incorporated by reference in this prospectus supplement and the accompanying prospectus, including the matters addressed under Forward-Looking Statements, you should carefully consider the following risks before investing in the notes. You should also read the risk factors and other cautionary statements, including those described under the sections entitled Risk Factors in OMH's and SFC's most recent Annual Reports on Form 10-K, which are incorporated by reference in this prospectus supplement and the accompanying prospectus.

We are subject to certain risks and hazards due to the nature of the business activities we conduct. The risks discussed below and incorporated by reference in this prospectus supplement and the accompanying prospectus, any of which could materially and adversely affect our business, financial condition, liquidity, results of operations and prospects, are not the only risks we face. We may experience additional risks and uncertainties not currently known to us or, as a result of developments occurring in the future, conditions that we currently deem to be immaterial may also materially and adversely affect our business, financial condition, liquidity, results of operations and prospects.

#### **Risks Related to the Notes**

***If current market conditions or our financial performance deteriorates, we may not be able to generate sufficient cash to service all of our indebtedness, including the notes offered hereby, and we may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.***

Our ability to make scheduled payments or to refinance our debt obligations, including the notes offered hereby, depends on our financial and operating performance, which is subject to prevailing economic and competitive conditions, which may deteriorate in the future, and to certain financial, business, and other factors beyond our control.

At December 31, 2017, after giving effect to (i) this offering, (ii) the 2019 OMFH Notes Redemption, (iii) the 2018 SFC Net Debt Incurrence and (iv) the 2018 OMFH Net Debt Incurrence, OMH and its subsidiaries would have had \$1.6 billion of cash and cash equivalents, and, after giving effect to (i) this offering, (ii) the 2018 SFC Net Debt Incurrence and (iii) \$15 million of advances by SFC to OMFH under the OMFH Demand Note as of March 5, 2018 (the 2018 OMFH Demand Note Advances), SFC would have had \$923 million of cash and cash equivalents. See OMH Capitalization and SFC Capitalization. During 2017, OMH generated net income of \$183 million and SFC generated net income of \$94 million. OMH's and SFC's (i) net cash outflow from operating and investing activities totaled \$637 million and \$955 million, respectively, in 2017. At December 31, 2017, OMH had \$5.0 billion in unpaid principal balance (UPB) of unencumbered personal loans, and SFC had \$2.0 billion UPB of unencumbered personal loans. At December 31, 2017, OMH and SFC had \$328 million UPB of unencumbered real estate loans (including \$193 million held for sale). We intend to support our liquidity position by pursuing additional debt financings (including new securitizations and new debt issuances, debt refinancing transactions and standby funding facilities), or a combination of the foregoing.

We cannot give any assurance that we would be able to take any of these actions, that these actions would be successful even if undertaken, that these actions would permit us to meet our scheduled debt obligations, or that these actions would be permitted under the terms of our existing or future debt agreements. In the absence of sufficient cash resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt and other obligations. In addition, there is no assurance that Independence, which is the obligor under the Cash Services Note, will be able to satisfy its obligations to SFC thereunder in part or at all. Independence is a holding company with no direct operations and is therefore dependent on dividends and other distributions or loans or advances from its subsidiaries (including OMFH) to generate the funds necessary to meet its

financial obligations, including its obligations under the Cash Services Note. The debt instruments under which OMFH is an obligor limit OMFH's ability to dividend funds to Independence. See Description of Certain Other Indebtedness—Independence Indebtedness—Cash Services Note for a description of the Cash Services Note.

Further, our ability to refinance our debt on attractive terms or at all, as well as the timing of any refinancings, depends upon a number of factors over which we have little or no control, including general economic conditions, such as unemployment levels, housing markets and interest rates, disruptions in the financial markets, the market's view of the quality, value, and liquidity of our assets, our current and potential future earnings and cash flows, and our credit ratings. In addition, any financing, particularly any securitization, that is reviewed by a rating agency is subject to the rating agency's view of the quality and value of any assets supporting such financing, our processes to generate cash flows from, and monitor the status of, such assets, and changes in the methodology used by the rating

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agencies to review and rate the applicable financing. This process may require significant time and effort to complete and may not result in a favorable rating or any rating at all, which could reduce the effectiveness of such financing or render it unexecutable.

If we cannot make scheduled payments on our debt, we will be in default and, as a result our debt holders could declare all outstanding principal and interest to be due and payable, which could also result in an event of default and declaration of acceleration under certain of our other debt agreements.

***Our indebtedness is significant, which could affect our ability to meet our obligations under our debt instruments and could materially and adversely affect our business and our ability to react to changes in the economy or our industry.***

We currently have a significant amount of indebtedness. As of December 31, 2017, after giving effect to (i) this offering and (ii) the 2018 SFC Net Debt Incurrence, SFC and its subsidiaries would have had \$8.5 billion of total indebtedness outstanding, and, after giving effect to (i) this offering, (ii) the 2019 OMFH Notes Redemption, (iii) the 2018 SFC Net Debt Incurrence and (iv) the 2018 OMFH Net Debt Incurrence, OMH and its subsidiaries would have had \$15.3 billion of indebtedness outstanding. In addition, as of December 31, 2017, after giving effect to (i) this offering and (ii) the 2019 OMFH Notes Redemption, the aggregate amount of unsubordinated indebtedness outstanding with which the guarantee of the notes by OMH would have ranked equally would have been approximately \$5.5 billion. As of December 31, 2017, after giving effect to (i) this offering, (ii) the 2019 OMFH Notes Redemption and (iii) the 2018 OMFH Net Debt Incurrence, OneMain would have had approximately \$6.8 billion of indebtedness outstanding, excluding any debt owed by OMFH to SFC or its parent.

The amount of indebtedness could have important consequences, including the following:

it may require us to dedicate a significant portion of our cash flow from operations to the payment of the principal of, and interest on, our indebtedness, which reduces the funds available for other purposes, including finance receivable originations;

it could limit our ability to withstand competitive pressures and reduce our flexibility in responding to changing regulatory, business and economic conditions;

it may limit our ability to incur additional borrowings or securitizations for working capital, capital expenditures, business development, debt service requirements, acquisitions or general corporate or other purposes, or to refinance our indebtedness;

it may require us to seek to change the maturity, interest rate and other terms of our existing debt;

it may place us at a competitive disadvantage to competitors that are proportionately not as highly leveraged;

it may cause a downgrade of our debt and long-term corporate ratings; and

it may cause us to be more vulnerable to periods of negative or slow growth in the general economy or in our business.

In addition, meeting our anticipated liquidity requirements is contingent upon our continued compliance with our existing debt agreements. An event of default or declaration of acceleration under one of our existing debt agreements could also result in an event of default and declaration of acceleration under certain of our other existing debt agreements. Such an acceleration of our debt would have a material adverse effect on our liquidity and our ability to continue as a going concern.

Furthermore, our existing debt agreements do not restrict us from incurring significant additional indebtedness. If our debt obligations increase, whether due to the increased cost of existing indebtedness or the incurrence of additional indebtedness, the consequences described above could be magnified.

There can be no assurance that we will be able to repay or refinance our debt in the future, including the debt of OneMain.

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***The limited covenants applicable to the notes may not provide protection against some events or developments that may affect our ability to repay the notes or the trading prices for the notes.***

The indenture governing the notes, among other things, does not:

require us to maintain any financial ratios or specific levels of net worth, revenues, income, cash flow or liquidity and, accordingly, does not protect holders of the notes in the event that we experience significant adverse changes in our financial condition or results of operations;

limit our ability to incur indebtedness, including secured indebtedness (subject to compliance with the lien covenant);

limit our ability to guarantee unsecured indebtedness or secured indebtedness (subject to compliance with the lien covenant), including, in each case, indebtedness of OneMain;

limit our ability to sell assets (except as described below) or restrict the use of proceeds from such sale;

limit SFC's subsidiaries' ability to incur indebtedness, which would be structurally senior to the notes;

restrict our ability to repurchase or prepay our securities;

restrict our ability to enter into transactions with our affiliates;

restrict our ability to make investments or to repurchase or pay dividends or make other payments in respect of our common stock or other securities; or

restrict our ability to engage in any acquisition or other transaction, other than our ability to merge or consolidate with, or sell all or substantially all of our assets to, another person without the surviving or transferring person (if other than SFC) assuming the obligations under the notes.

Furthermore, we are subject to periodic review by independent credit rating agencies. An increase in the level of our outstanding indebtedness (including as a result of the potential Independence Contribution), or other events that could have an adverse impact on our business, properties, financial condition, results of operations or prospects, may cause the rating agencies to downgrade our debt credit rating generally, and the ratings on the notes, which could adversely impact the trading prices for, or the liquidity of, the notes. Any such downgrade could also adversely affect our cost of borrowing, limit our access to the capital markets or result in more restrictive covenants in future debt agreements.

***Redemption may adversely affect your return on the notes.***

We have the right to redeem some or all of the notes prior to maturity, as described under Description of the Notes—Optional Redemption. We may redeem the notes at times when prevailing interest rates may be relatively low. Accordingly, you may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the notes.

***Our credit ratings may not reflect all risks of an investment in the notes.***

The credit ratings assigned to the notes may not reflect the potential impact of all risks related to trading markets, if any, for, or trading value of, your notes. In addition, real or anticipated changes in our credit ratings will generally affect any trading market, if any, for, or trading value of, your notes. Accordingly, you should consult your own financial and legal advisors as to the risks entailed by an investment in the notes and the suitability of investing in the notes in light of your particular circumstances.

***Claims of noteholders will be structurally subordinated to the existing and future obligations of SFC's subsidiaries and OneMain because they will not guarantee the notes.***

The notes will not be guaranteed by any of SFC's subsidiaries or OneMain. Accordingly, claims of holders of the notes will be structurally subordinated to the existing and future obligations of SFC's subsidiaries and OneMain. All obligations of SFC's subsidiaries or OneMain, as the case may be, will have to be satisfied before any of the assets of such entities would be available for distribution, upon a liquidation or otherwise, to SFC.

SFC's subsidiaries accounted for substantially all of its revenues and assets as of and for the year ended December 31, 2017, and OneMain accounted for a substantial amount of OMH's revenues and assets as of and for the year ended December 31, 2017.

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***The notes are unsecured, and consequently the notes will be effectively subordinated to any existing and future secured indebtedness.***

The notes are unsecured and will be effectively junior to all of SFC's senior secured indebtedness, as well as any future secured indebtedness SFC may incur, to the extent of the value of the assets securing such indebtedness. In addition, the guarantee from OMH is unsecured and will be effectively junior to any existing or future secured indebtedness of OMH to the extent of the value of the assets securing such indebtedness. We may also incur additional secured indebtedness in the future. Upon any distribution to our creditors in a bankruptcy, liquidation or reorganization or similar proceeding relating to us or our property, the holders of our secured debt will be entitled to exercise the remedies available to a secured lender under applicable law and pursuant to the instruments governing such debt and to be paid in full from the assets securing that secured debt before any payment may be made with respect to the notes. In that event, because the notes will not be secured by any of our assets, it is possible that there will be no assets from which claims of holders of the notes can be satisfied or, if any assets remain, that the remaining assets will be insufficient to satisfy those claims in full or at all. If the value of such remaining assets is less than the aggregate outstanding principal amount of the notes and all other debt ranking pari passu with the notes, we may be unable to satisfy our obligations under the notes. In addition, if we fail to meet our payment or other obligations under any secured debt we have or may incur, the holders of such secured debt would be entitled to foreclose on our assets securing that secured debt and liquidate those assets. Accordingly, we may not have sufficient funds to pay amounts due on the notes. As a result, you may lose a portion or the entire value of your investment in the notes.

***SFC is a holding company and is dependent on dividends and other distributions from its subsidiaries.***

SFC is a holding company with no direct operations. Its principal assets are the equity interests that it holds in its operating subsidiaries. As a result, it is dependent on dividends and other distributions or loans or advances from those subsidiaries to generate the funds necessary to meet its financial obligations, including the payment of principal and interest on the notes offered hereby. SFC's subsidiaries may not generate sufficient cash from operations to enable SFC to make principal and interest payments on its indebtedness, including the notes offered hereby. Furthermore, SFC's insurance subsidiaries are subject to policy holder protection regulations that may limit their ability to pay dividends or make loans or advances to SFC. Moreover, payments to SFC by its subsidiaries will be contingent upon its subsidiaries' earnings. SFC's subsidiaries are permitted under the terms of SFC's indebtedness, including the notes offered hereby, to incur additional indebtedness that may restrict payments from those subsidiaries to SFC. We cannot assure you that agreements governing current and future indebtedness of SFC's subsidiaries will permit those subsidiaries to provide SFC with sufficient cash to fund its debt service payments.

SFC's subsidiaries are legally distinct from it and have no obligation, contingent or otherwise, to pay amounts due on SFC's debt or to make funds available to SFC for such payment.

***Fortress is our largest stockholder and there can be no assurance that Fortress will act in our best interests as opposed to their own best interests. In addition, Fortress has agreed to sell all of its beneficially owned shares of our stock to an investor group managed by affiliates of Apollo Global Management, LLC and Värde Partners, Inc., and if such sale transaction closes, that investor group will be able to exercise significant influence over decisions affecting us.***

Because of its position as our largest stockholder, Fortress is able to exercise significant influence over decisions affecting us, including:

- our direction and policies;
- mergers or other business combinations and opportunities involving us;
- further issuance of capital stock or other equity or debt securities by us;

payment of dividends; and

approval of our business plans and general business development.

As of March 5, 2018, Fortress indirectly beneficially owned approximately a 40.5% economic interest in us. The concentration of ownership held by Fortress could delay, defer or prevent a change of control of us or impede a merger, takeover or other business combination that may be otherwise favorable to us or to holders of notes offered hereby. In addition, Fortress and entities affiliated with Fortress may conduct business with any business that is competitive or in the same line of business as us, do business with any of our clients, customers or vendors, make

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investments in the kind of property in which we may make investments or acquire the same or similar types of assets that we may seek to acquire. Fortress is in the business of making or advising on investments in companies and may hold, and may from time to time in the future acquire interests in or provide advice to businesses that directly or indirectly compete with certain portions of our business or are suppliers or customers of ours. Fortress may also pursue acquisitions that may be complementary to our business, and, as a result, those acquisition opportunities may not be available to us. So long as Fortress continues to beneficially own, indirectly or otherwise, a significant amount of our equity, although such amount is less than 50%, Fortress will continue to be able to strongly influence or effectively control our decisions. As described above under —Risks Related to the Notes—The limited covenants applicable to the notes may not provide protection against some events or developments that may affect our ability to repay the notes or the trading prices for the notes, we are not restricted under the indenture from entering into transactions with our affiliates. As such, Fortress will generally not be prohibited under the indenture from entering into transactions with us that may not be favorable to us or the holders of the notes offered hereby. On December 27, 2017, SoftBank acquired Fortress.

On January 3, 2018, an investor group led by funds managed by affiliates of Apollo Global Management, LLC and Värde Partners, Inc. entered into the Apollo-Värde Transaction with the Initial Stockholder and OMH to acquire from the Initial Stockholder 54,937,500 shares (representing approximately 40.6% of the outstanding shares of OMH's common stock as of such date), representing the entire holdings of our stock beneficially owned by Fortress. The Apollo-Värde Transaction is expected to close in the second quarter of 2018 and is subject to regulatory approvals and other customary closing conditions. In connection with the Apollo-Värde Transaction, the Company and Apollo-Värde Group have agreed to a form of Amended and Restated Stockholders Agreement to be executed and delivered upon the consummation of the Apollo-Värde Transaction, which provides for, among other things, certain rights to nominate directors to the Board of Directors of OMH (the Board). Pursuant to the Amended and Restated Stockholders Agreement, for so long as the Apollo-Värde Group (together with any permitted transferees (as defined in the Amended and Restated Stockholders Agreement)) beneficially owns: (a) at least 33% of the outstanding shares of OMH's common stock and other securities of OMH entitled to vote generally in the election of directors of OMH (together, the OMH Securities), the Apollo-Värde Group will be entitled to designate a number of directors equal to the majority of the Board, plus one director and in these circumstances the majority of the directors of the Board shall be independent (the Independent Directors), (b) less than 33%, but at least 20%, of the OMH Securities, the Apollo Värde Group will be entitled to designate a number of directors equal to the majority of the Board, minus one director, unless the Board consists of six or fewer directors, in which case, the Apollo-Värde Group shall be entitled to designate two directors to the Board, (c) less than 20%, but at least 10%, of the OMH Securities, the Apollo-Värde Group will be entitled to designate a number of directors proportional to its interest (rounded up to the nearest whole number), unless the Board consists of six or fewer directors, in which case, the Apollo-Värde Group shall be entitled to designate two directors to the Board, and (d) less than 10%, but at least 5%, of the OMH Securities, Apollo-Värde Group will be entitled to designate a number of directors proportional to its interest (rounded up to the nearest whole number), unless the Board consists of six or fewer directors, in which case, Apollo-Värde Group shall be entitled to designate one director to the Board. If the Apollo-Värde Transaction closes, the Apollo-Värde Group will be able to exercise significant influence over decisions affecting us.

***Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the notes.***

The notes are a new issue of securities for which there is no established public market. The underwriters have advised us that they presently intend to make a market in the notes after completion of the offering, as permitted by applicable laws and regulations. However, the underwriters are not obligated to make a market in the notes, and may discontinue their market-making activities at any time without notice. Therefore, we cannot assure you that an active market for the notes will develop or, if developed, that it will continue. If an active trading market for the notes does not develop, the market price and liquidity of such notes may be adversely affected. The liquidity of any trading market in the

notes, and the market price quoted for the notes, may be adversely affected by changes in the overall market for these types of securities and by changes in our financial performance or prospects or in the prospects for companies in our industry generally. Historically, the market for non-investment grade debt, such as the notes, has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes. We

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cannot assure you that the market, if any, for the notes will be free from similar disruptions, and any such disruptions may adversely affect the prices at which you may sell your notes. In addition, subsequent to their initial issuance, the notes may trade at a discount from its initial offering price depending upon prevailing interest rates, the market for similar notes, our performance or other factors.

**Risks Related to OneMain's Indebtedness**

*OneMain has a significant amount of indebtedness. Such indebtedness could have important consequences for our business and any investment in our securities.*

OneMain currently has a significant amount of indebtedness. The OMFH Indenture contains a number of restrictive covenants that impose significant operating and financial restrictions on OneMain and may limit our ability to integrate OneMain's operations, including, but not limited to, restrictions on OMFH's and its restricted subsidiaries ability to:

- incur or guarantee additional indebtedness or issue certain preferred stock;
- make dividend payments or distributions on or purchases of OMFH's equity interests, including dividend payments or other distributions to OMH;
- make other restricted payments or investments;
- create certain liens;
- make certain dispositions of assets;
- engage in certain transactions with affiliates;
- sell securities of our subsidiaries;
- in the case of such restricted subsidiaries, incur limitations on the ability to pay dividends or make other payments; and
- merge, consolidate or sell all or substantially all of OneMain's properties and assets.

In addition, the OMFH Indenture includes a change of control repurchase provision which could require us to offer to repurchase all of the outstanding existing notes of OMFH issued thereunder.

On November 8, 2016, OMH, OMFH and the trustee under the OMFH Indenture entered into a supplemental indenture pursuant to which OMH agreed to guarantee the OMFH Notes pursuant to the OMFH Notes Guarantee. The indenture governing the notes does not prohibit or limit SFC from also guaranteeing the OMFH Notes on an unsecured basis.

See Description of Certain Other Indebtedness for more information.

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**USE OF PROCEEDS**

SFC estimates that the net proceeds from the sale of the notes offered pursuant to this prospectus supplement will be approximately \$      million, after deducting the estimated fees and expenses of this offering. See    SFC Capitalization.

SFC intends to use the net proceeds from this offering for general corporate purposes, which may include a partial redemption of the OMFH 7.250% Senior Notes due 2021 and other debt repurchases and repayments. Accordingly, SFC will have broad discretion over the use of proceeds from this offering. See    Summary—Recent Developments.

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TABLE OF CONTENTS**OMH CAPITALIZATION**

The following table sets forth OMH's consolidated capitalization, as of December 31, 2017:

on an actual basis; and

on an as adjusted basis to give effect to (i) this offering, (ii) the 2019 OMFH Notes Redemption, (iii) the 2018 SFC Net Debt Incurrence and (iv) the 2018 OMFH Net Debt Incurrence.

This table contains audited information and should be read in conjunction with Summary Consolidated Historical Financial Data of OMH and its Subsidiaries and this prospectus supplement, and Management's Discussion and Analysis of Financial Condition and Results of Operations and OMH's audited consolidated financial statements and related notes in OMH's Annual Report on Form 10-K for the year ended December 31, 2017, incorporated by reference herein.

(dollars in millions)	As of December 31, 2017	
	Actual	As Adjusted
Cash and cash equivalents	\$ 987	\$ 1,574
Long-term debt:		
Securitization debt <sup>(a)</sup>	\$ 8,688	\$ 8,949
Borrowings under revolving conduit facilities <sup>(b)</sup>	—	200
Existing senior notes	6,190	5,490
Notes offered hereby <sup>(c)</sup>	—	494
Junior subordinated debt (hybrid debt)	172	172
Total debt	15,050	15,305
Total shareholders' equity	3,278	3,278
Total capitalization	\$ 18,328	\$ 18,583

<sup>(a)</sup> Does not reflect the Potential March SFC Securitization. See Summary—Recent Developments—Potential SFC Securitization Offering.

<sup>(b)</sup> As of December 31, 2017, OMH had \$5.1 billion of undrawn committed capacity under its subsidiaries' revolving conduit facilities.

<sup>(c)</sup> Debt issuance costs of approximately \$6 million related to the notes offered hereby are reported as a direct reduction from the face amount of the notes.

TABLE OF CONTENTS**SFC CAPITALIZATION**

The following table sets forth SFC's consolidated capitalization, as of December 31, 2017:

on an actual basis; and

on an as adjusted basis to give effect to (i) this offering, (ii) the 2018 SFC Net Debt Incurrence and (iii) the 2018 OMFH Demand Note Advances.

This table contains audited information and should be read in conjunction with Summary Consolidated Historical Financial Data of SFC and its Subsidiaries and this prospectus supplement, and Management's Discussion and Analysis of Financial Condition and Results of Operations and SFC's audited consolidated financial statements and related notes in SFC's Annual Report on Form 10-K for the year ended December 31, 2017, incorporated by reference herein.

(dollars in millions)	As of December 31, 2017	
	Actual	As Adjusted
Cash and cash equivalents	\$ 244	\$ 923
Long-term debt:		
Securitization debt <sup>(a)</sup>	\$ 3,041	\$ 2,978
Borrowings under revolving conduit facilities	—	200
Existing senior notes	4,652	4,652
Notes offered hereby <sup>(b)</sup>	—	494
Junior subordinated debt (hybrid debt)	172	172
Total debt	7,865	8,496
Total shareholders' equity	2,406	2,406
Total capitalization	\$ 10,271	\$ 10,902

<sup>(a)</sup> Does not reflect the Potential March SFC Securitization. See Summary—Recent Developments—Potential SFC Securitization Offering.

<sup>(b)</sup> Debt issuance costs of approximately \$6 million related to the notes offered hereby are reported as a direct reduction from the face amount of the notes.

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### **DESCRIPTION OF CERTAIN OTHER INDEBTEDNESS**

Set forth below is a description of the material other indebtedness of SFC, OMFH and Independence, other than their respective securitization debt. As of December 31, 2017, after giving effect to (i) this offering and (ii) the 2018 SFC Net Debt Incurrence, SFC would have had \$3.0 billion of securitization debt outstanding and \$200 million of borrowings under revolving conduit facilities. As of December 31, 2017, after giving effect to the 2018 OMFH Net Debt Incurrence, OMFH would have had \$6.0 billion of securitization debt outstanding. For a description of SFC's securitization debt and OMFH's securitization debt, see Note 12 to OMH's audited consolidated financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations included in OMH's Annual Report on Form 10-K for the year ended December 31, 2017, incorporated by reference herein and

Summary—Recent Developments—Potential SFC Securitization Offering and Summary—Recent Developments—OMFH Securitization Offering.

#### **SFC Indebtedness**

##### *6.00% Notes due 2020 Indenture*

On May 29, 2013, SFC issued \$300 million aggregate principal amount of 6.00% Senior Notes due 2020 (the 6.00% Notes) under an indenture, dated as of May 29, 2013 (the 6.00% Notes Indenture), between SFC and Wilmington Trust, National Association, as trustee. On December 30, 2013, OMH entered into a guaranty agreement whereby it agreed to fully and unconditionally guarantee the payment of principal of, premium (if any), and interest on the 6.00% Notes.

The 6.00% Notes mature on June 1, 2020 and bear interest at a rate of 6.00% per annum, payable semiannually in arrears on June 1 and December 1 of each year. The 6.00% Notes are unsecured and rank equally in right of payment with all of SFC's other unsubordinated indebtedness.

The 6.00% Notes may be redeemed at any time and from time to time, at the option of SFC, in whole or in part at a make-whole redemption price specified in the 6.00% Notes Indenture. The 6.00% Notes do not have the benefit of any sinking fund.

The covenants and events of default in the 6.00% Notes Indenture are substantially the same as those in the indenture under which the notes offered hereby will be issued. See Description of the Notes.

##### *7.75% Notes due 2021 Indenture*

On September 24, 2013, SFC issued \$650 million aggregate principal amount of 7.75% Senior Notes due 2021 (the 7.75% Notes) under an indenture, dated as of September 24, 2013 (the 7.75% Notes Indenture), between SFC and Wilmington Trust, National Association, as trustee. On December 30, 2013, OMH entered into a guaranty agreement whereby it agreed to fully and unconditionally guarantee the payment of principal of, premium (if any), and interest on the 7.75% Notes.

The 7.75% Notes mature on October 1, 2021 and bear interest at a rate of 7.75% per annum, payable semiannually in arrears on April 1 and October 1 of each year. The 7.75% Notes are unsecured and rank equally in right of payment with all of SFC's other unsubordinated indebtedness.

The 7.75% Notes may be redeemed at any time and from time to time, at the option of SFC, in whole or in part at a make-whole redemption price specified in the 7.75% Notes Indenture. The 7.75% Notes do not have the benefit of any sinking fund.

The covenants and events of default in the 7.75% Notes Indenture are substantially the same as those in the indenture under which the notes offered hereby will be issued. See Description of the Notes.

*8.25% Notes due 2023 Indenture*

On September 24, 2013, SFC issued \$300 million aggregate principal amount of 8.25% Senior Notes due 2023 (the 8.25% Notes ) under an indenture, dated as of September 24, 2013 (the 8.25% Notes Indenture ), between SFC and Wilmington Trust, National Association, as trustee. On December 30, 2013, OMH entered into a guaranty agreement whereby it agreed to fully and unconditionally guarantee the payment of principal of, premium (if any), and interest on the 8.25% Notes.

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The 8.25% Notes mature on October 1, 2023 and bear interest at a rate of 8.25% per annum, payable semiannually in arrears on April 1 and October 1 of each year. The 8.25% Notes are unsecured and rank equally in right of payment with all of SFC's other unsubordinated indebtedness.

The 8.25% Notes may be redeemed at any time and from time to time, at the option of SFC, in whole or in part at a make-whole redemption price specified in the 8.25% Notes Indenture. The 8.25% Notes do not have the benefit of any sinking fund.

The covenants and events of default in the 8.25% Notes Indenture are substantially the same as those in the indenture under which the notes offered hereby will be issued. See Description of the Notes.

### *5.25% Notes due 2019 Indenture*

On December 3, 2014, SFC issued \$700 million aggregate principal amount of 5.25% Senior Notes due 2019 (the 5.25% Notes) under an indenture, dated as of December 3, 2014, between SFC and Wilmington Trust, National Association, as trustee, as supplemented by a first supplemental indenture, dated as of December 3, 2014, among SFC, OMH and Wilmington Trust, National Association as trustee, pursuant to which OMH provided a guarantee on \$700 million aggregate principal amount of the 5.25% Notes issued by SFC.

The 5.25% Notes mature on December 15, 2019 and bear interest at a rate of 5.25% per annum, payable semiannually in arrears on June 15 and December 15 of each year. The 5.25% Notes are unsecured and rank equally in right of payment with all of SFC's other unsubordinated indebtedness.

The 5.25% Notes may be redeemed at any time and from time to time, at the option of SFC, in whole or in part at a make-whole redemption price specified in the indenture governing the 5.25% Notes. The 5.25% Notes do not have the benefit of any sinking fund.

The covenants and events of default in the indenture governing the 5.25% Notes are substantially the same as those in the indenture under which the notes offered hereby will be issued. See Description of the Notes.

### *8.25% Notes due 2020 Indenture*

On April 11, 2016, SFC issued \$1 billion aggregate principal amount of 8.25% Senior Notes due 2020 (the April 2016 Notes) under an indenture, dated as of December 3, 2014, between SFC and Wilmington Trust, National Association, as trustee, as supplemented by a second supplemental indenture, dated as of April 11, 2016, among SFC, OMH and Wilmington Trust, National Association as trustee, and OMH as guarantor.

The April 2016 Notes mature on December 15, 2020 and bear interest at a rate of 8.25% per annum, payable semiannually in arrears on June 15 and December 15 of each year. The April 2016 Notes are unsecured and rank equally in right of payment with all of SFC's other unsubordinated indebtedness.

The April 2016 Notes may be redeemed at any time and from time to time, at the option of SFC, in whole or in part at a make-whole redemption price specified in the indenture governing the April 2016 Notes. The April 2016 Notes do not have the benefit of any sinking fund.

The covenants and events of default in the indenture governing the April 2016 Notes are substantially the same as those in the indenture under which the notes offered hereby will be issued. See Description of the Notes.

### *6.125% Notes due 2022 Indenture*

On May 15, 2017 and May 30, 2017, SFC issued \$1 billion aggregate principal amount of 6.125% Senior Notes due 2022 (the May 2017 Notes ) under an indenture, dated as of December 3, 2014, between SFC and Wilmington Trust, National Association, as trustee, as supplemented by a third supplemental indenture, dated as of May 15, 2017, among SFC, OMH and Wilmington Trust, National Association as trustee, and OMH as guarantor.

The May 2017 Notes mature on May 15, 2022 and bear interest at a rate of 6.125% per annum, payable semiannually in arrears on May 15 and November 15 of each year. The May 2017 Notes are unsecured and rank equally in right of payment with all of SFC's other unsubordinated indebtedness.

The May 2017 Notes may be redeemed at any time and from time to time, at the option of SFC, in whole or in part at a make-whole redemption price specified in the indenture governing the May 2017 Notes. The May 2017 Notes do not have the benefit of any sinking fund.

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The covenants and events of default in the indenture governing the May 2017 Notes are substantially the same as those in the indenture under which the notes offered hereby will be issued. See Description of the Notes.

### *5.625% Notes due 2023 Indenture*

On December 8, 2017, SFC issued \$875 million aggregate principal amount of 5.625% Senior Notes due 2023 (the December 2017 Notes ) under an indenture, dated as of December 3, 2014, between SFC and Wilmington Trust, National Association, as trustee, as supplemented by a fourth supplemental indenture, dated as of December 8, 2017, among SFC, OMH and Wilmington Trust, National Association as trustee, and OMH as guarantor.

The December 2017 Notes mature on March 15, 2023 and bear interest at a rate of 5.625% per annum, payable semiannually in arrears on March 15 and September 15 of each year. The December 2017 Notes are unsecured and rank equally in right of payment with all of SFC's other unsubordinated indebtedness.

The December 2017 Notes may be redeemed at any time and from time to time, at the option of SFC, in whole or in part at a make-whole redemption price specified in the indenture governing the December 2017 Notes. The December 2017 Notes do not have the benefit of any sinking fund.

The covenants and events of default in the indenture governing the December 2017 Notes are substantially the same as those in the indenture under which the notes offered hereby will be issued. See Description of the Notes.

### *Junior Subordinated Indenture*

As of December 31, 2017, SFC had \$350 million aggregate principal amount of a 60-year junior subordinated debenture (the debenture ) outstanding under an indenture dated January 22, 2007 (the Junior Subordinated Indenture ), by and between SFC and Deutsche Bank Trust Company, as trustee. The debenture bears interest at 6.00% per year. SFC can redeem the debentures at par beginning in January 2017. On December 30, 2013, OMH entered into a guaranty agreement whereby it agreed to fully and unconditionally guarantee, on a junior subordinated basis, the payment of principal of, premium (if any), and interest on the debenture.

The Junior Subordinated Indenture restricts SFC's ability to sell or convey all or substantially all of its assets, unless the transferee assumes SFC's obligations and covenants under the Junior Subordinated Indenture. The Junior Subordinated Indenture provides for customary events of default, including: payment defaults; bankruptcy and insolvency; and upon admission by SFC in writing of its inability to pay its debts generally as they become due or that it has taken corporate action with regard to the commencement of voluntary bankruptcy or insolvency proceedings. In the case of an event of default arising from certain events of bankruptcy or insolvency, the outstanding debenture will become due and payable immediately without further action or notice. If any other event of default occurs and is continuing, the trustee or the holders of at least 25% in aggregate principal amount of the then outstanding debenture may declare the debenture to be due and payable immediately.

Pursuant to the terms of the debenture, SFC, upon the occurrence of a mandatory trigger event, is required to defer interest payments to the holders of the debenture (and not make dividend payments to SFI) unless SFC obtains non-debt capital funding in an amount equal to all accrued and unpaid interest on the debenture otherwise payable on the next interest payment date and pays such amount to the holders of the debenture. A mandatory trigger event occurs if SFC's (i) tangible equity to tangible managed assets is less than 5.5% or (ii) average fixed charge ratio is not more than 1.10x for the trailing four quarters (where the fixed charge ratio equals earnings excluding income taxes, interest expense, extraordinary items, goodwill impairment, and any amounts related to discontinued operations, divided by the sum of interest expense and any preferred dividends).

Based upon SFC's financial results for the twelve months ended December 31, 2017, a mandatory trigger event did not occur with respect to the interest payment due in October of 2017 as SFC was in compliance with both required ratios described above.

**OMFH Indebtedness**

*6.75% Notes and 7.25% Notes Indenture*

On December 11, 2014, OMFH and certain of its subsidiaries entered into an indenture (the "OMFH Indenture"), among OMFH, the guarantors listed therein and The Bank of New York Mellon, as trustee, in connection with OMFH's issuance of \$700 million aggregate principal amount of 6.75% Senior Notes due 2019, or the "2019 OMFH Notes," and \$800 million in aggregate principal amount of 7.25% Senior Notes due 2021 (the "OMFH

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Notes ). On January 8, 2018, OMFH redeemed in full the 2019 OMFH Notes. The OMFH Notes are OMFH's unsecured senior obligations, guaranteed on a senior unsecured basis by OMH pursuant to the OMFH Notes Guarantee and each of OMFH's wholly owned domestic subsidiaries other than certain subsidiaries, including its insurance subsidiaries and securitization subsidiaries. The OMFH Notes mature on December 15, 2021 and bear interest at a fixed rate of 7.25% per annum. Interest on the OMFH Notes is payable semi-annually in arrears on June 15 and December 15 of each year.

The OMFH Indenture contains restrictive covenants that limit, among other things, OMFH's ability and the ability of most of its subsidiaries to incur additional debt; create liens securing certain debt; pay dividends on or make distributions in respect of its capital stock or make investments or other restricted payments; create restrictions on the ability of its restricted subsidiaries to pay dividends to OMFH or make certain other intercompany transfers; sell certain assets; consolidate, merge, sell or otherwise dispose of all or substantially all of its assets; and enter into certain transactions with affiliates. The OMFH Indenture also contains customary events of default which would permit the trustee or the holders of the OMFH Notes to declare the OMFH Notes to be immediately due and payable if not cured within applicable grace periods, including the nonpayment of principal, interest or premium, if any, when due; violation of covenants and other agreements contained in the OMFH Indenture; payment default after final maturity or cross acceleration of certain material debt; certain bankruptcy and insolvency events; material judgment defaults; and the failure of any guarantee of the notes, other than in accordance with the terms of the OMFH Indenture or such guarantee.

The OMFH Indenture also includes a change of control repurchase provision pursuant to which if (i) a change of control of OneMain occurs and (ii) both Standard & Poor's Ratings Services ( S&P ) and Moody's Investors Services, Inc. ( Moody's ) downgrade or withdraw the ratings of a specific series of the OMFH Notes attributable to such change of control, OMFH is required to offer to purchase all of such series of the OMFH Notes at a price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to but excluding the date of repurchase, subject to the right of holders of such series of the OMFH Notes of record on the relevant record date to receive interest due on the relevant interest payment date. The closing of the OneMain Acquisition resulted in a change of control of OMFH under the OMFH Indenture, and S&P has downgraded the rating of the OMFH Notes following the closing of the OneMain Acquisition. However, Moody's has affirmed the rating of the OMFH Notes and, therefore, the change of control repurchase provision has not been triggered.

### *OMFH Demand Note*

On November 15, 2015, in connection with the closing of the OneMain Acquisition, SFC entered into a revolving demand note (the OMFH Demand Note ) with OMFH, pursuant to which SFC agreed to make advances to OMFH from time to time. Interest on the unpaid principal amount of advances made under the OMFH Demand Note is payable monthly at the applicable rate set forth in the OMFH Demand Note. The applicable rate during any given quarter during the term of the Demand Note is equal to SFC's cost of funds (determined in accordance with methods established by SFC from time to time) for the month immediately preceding such quarter.

On June 17, 2017, SFC and OMFH entered into an amendment to the OMFH Demand Note, pursuant to which the maximum borrowing amount was increased to \$1.6 billion. At March 5, 2018, SFC's note receivable from OMFH under the OMFH Demand Note totaled \$1.3 billion, which included compounded interest due to SFC.

All principal and interest outstanding under the OMFH Demand Note matures on December 31, 2024. In addition, SFC may demand payment on 5 days prior notice of principal and interest under the OMFH Demand Note. OMFH may repay part or all of any advance and interest thereon at any time without premium or penalty.

Under the OMFH Demand Note, OMFH is required to use the proceeds of any advance either (i) exclusively to finance the purchase, origination, pooling, funding or carrying of receivables by OMFH or any of its Restricted Subsidiaries (as such term is defined in the OMFH Indenture) or (ii) for general corporate purposes.

### **Independence Indebtedness**

#### *Cash Services Note*

On November 12, 2015, in connection with the closing of the OneMain Acquisition, CSI entered into a revolving demand note with Independence, whereby CSI agreed to make advances to Independence from time to time. As of December 31, 2017, \$2.9 billion was outstanding under the Cash Services Note, and the maximum borrowing amount under the note was \$3.4 billion. The interest rate is the lender's cost of funds rate, which was 5.87% at December 31, 2017.

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The Cash Services Note is payable in full on December 31, 2019, and CSI may demand payment at any time prior to December 31, 2019. Independence may repay such demand note in whole or in part at any time without premium or penalty. Under the Cash Services Note, Independence is required to use the proceeds of any advance either (i) to fund a portion of the purchase price for the OneMain Acquisition or (ii) for general corporate purposes.

See Risk Factors—Risks Related to the Notes—If current market conditions or our financial performance deteriorates, we may not be able to generate sufficient cash to service all of our indebtedness, including the notes offered hereby, and we may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful and Risk Factors—Risks Related to OneMain’s Indebtedness—OneMain has a significant amount of indebtedness. Such indebtedness could have important consequences for our business and any investment in our securities. See also Note 12 of the Notes to Condensed Consolidated Financial Statements in SFC’s Annual Report on Form 10-K for the year ended December 31, 2017 for additional information.

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### **DESCRIPTION OF THE NOTES**

#### **General**

We will issue the notes under the indenture (the **base indenture**) referred to in the accompanying prospectus, among Springleaf Finance Corporation, OneMain Holdings, Inc. and Wilmington Trust, National Association, as trustee (the **Trustee**), and a supplemental indenture thereto establishing the terms of the notes (the **supplemental indenture**). The following description of particular terms of the notes supplements the more general description of the debt securities contained in the accompanying prospectus. If there are any inconsistencies between the information in this section and the information in the accompanying prospectus, the information in this section controls. You should read this section together with the section entitled **Description of Debt Securities** in the accompanying prospectus.

Together with the **Description of Debt Securities** in the accompanying prospectus, the following description provides a summary of the material provisions of the notes and the indenture, as supplemented by the supplemental indenture, and does not purport to be complete. This summary is subject to and is qualified by reference to all the provisions of the notes and the indenture, as supplemented by the supplemental indenture, including the definitions of certain terms used therein. You may request a copy of the indenture and the supplemental indenture from us as set forth in **Where You Can Find More Information**. We urge you to read the indenture, as supplemented by the supplemental indenture (including the form of note contained therein), because it, and not this description, defines your rights as a holder of the notes.

In this section, references to the **Company**, **SFC**, **we**, **us**, and **our** include only Springleaf Finance Corporation, and its Subsidiaries and references to **OMH** include only OneMain Holdings, Inc., and not its subsidiaries, and references to the **indenture** refer to the base indenture together with the supplemental indenture.

We have summarized selected terms and provisions of the indenture. We urge you to read the indenture because it, and not this description, defines your rights. 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 **TIA**). The following summary of the material provisions of the indenture and the notes is not complete and is subject to, and is qualified in its entirety by reference to, all provisions of the indenture. If you would like more information on any of these provisions, you should read the relevant sections of the indenture.

The notes will be issued only in fully registered book-entry form without coupons only in minimum denominations of \$2,000 principal amount and integral multiples of \$1,000 above that amount. The notes will be issued in the form of global notes. Global notes will be registered in the name of a nominee of DTC, New York, New York, as described under **Book-Entry Settlement and Clearance**.

#### **Principal Amount; Maturity and Interest**

The Company will issue the notes in an initial aggregate principal amount of \$500 million. Additional notes (**Additional Notes**) may be issued from time to time. The notes and any Additional Notes subsequently issued will be treated as a single class for all purposes under the indenture, in each case including, without limitation, waivers, amendments and redemptions. The notes and any Additional Notes will be substantially identical other than the issuance dates and the dates from which interest will accrue. Unless the context otherwise requires, for all purposes of the indenture and this **Description of the Notes**, references to notes include any Additional Notes actually issued. Because any Additional Notes may not be fungible with the notes for federal income tax purposes, Additional Notes may have a different CUSIP number or numbers than other notes and may be represented by a different global note or global notes. The notes will mature on \_\_\_\_\_, 2025.



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The notes will be denominated in U.S. dollars and all payments of principal, premium (if any) and interest thereon will be paid in U.S. dollars.

The notes will bear interest at a rate of % per year and interest with respect to the notes will be payable semi-annually, in cash in arrears, on and of each year, beginning on , 2018, to the persons in whose name the notes are registered at the close of business on the and immediately preceding such interest payment date. Interest on the notes will be computed on the basis of a 360-day year of twelve 30-day months.

Interest on the notes will accrue from and including the date the notes are issued (the issue date ) or from and including the most recent interest payment date (whether or not such interest payment date was a business day) for which interest has been paid or provided for to but excluding the relevant interest payment date.

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If an interest payment date falls on a day that is not a business day, the interest payment will be postponed to the next succeeding business day, with the same force and effect as if made on the date such payment was due, and no interest will accrue as a result of such delay.

### **Methods of Receiving Payments on the Notes**

If a holder has given wire transfer instructions to the Company, the Company will make all principal, premium, if any, and interest payments on such holder's notes in accordance with those instructions. All other payments on these notes will be made at the office or agency of the paying agent and registrar unless the Company elects to make interest payments by check mailed to the holders at their address set forth in the register of holders.

### **Paying Agent and Registrar for the Notes**

The Trustee will initially act as paying agent and registrar. The Company may change the paying agent or registrar without prior notice to the holders.

### **Transfer and Exchange**

A holder may transfer or exchange notes in accordance with the indenture. The registrar and the Trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a holder to pay any taxes and fees required by law or permitted by the indenture.

The registered holder of a note will be treated as the owner of it for all purposes.

### **Parent Guaranty**

OMH will fully and unconditionally guarantee the payment of principal of, premium (if any), and interest the notes on a senior unsecured basis (the Parent Guaranty).

The Parent Guaranty will be a continuing guaranty with respect to the notes and shall:

- remain in full force and effect until payment in full of all the guaranteed obligations;
- subject to the next succeeding paragraph, be binding upon OMH and its successors; and
- inure to the benefit of and be enforceable by the Trustee, the holders of the notes and their successors, transferees and assigns.

The Parent Guaranty will be automatically released upon any of:

- the Company ceasing to be a wholly owned subsidiary of OMH;
- the Company's transfer of all or substantially all of its assets to, or merger with, an entity that is not a wholly owned subsidiary of OMH in accordance with Article V of the Indenture and such transferee entity assumes the Company's obligations under the Indenture; or
- the Company exercising its Legal Defeasance option or Covenant Defeasance options described below.

### **Ranking**

The notes will be the Company's senior unsecured obligations and will rank equally in right of payment with all of the Company's other existing and future unsubordinated indebtedness from time to time outstanding.

The notes will be effectively subordinated to all of the Company's secured obligations to the extent of the value of the assets securing such obligations and structurally subordinated to any existing and future obligations of the Company's

subsidiaries with respect to claims against the assets of such subsidiaries. As of December 31, 2017, Springleaf Finance Corporation had no secured indebtedness outstanding. As of December 31, 2017, after giving effect to (i) this offering and (ii) the 2018 SFC Net Debt Incurrence, SFC's subsidiaries would have had approximately \$3.2 billion of indebtedness (including securitizations and borrowings under revolving conduit facilities) to which the notes would have been structurally subordinated. As of December 31, 2017, after giving effect to (i) this offering, (ii) the 2019 OMFH Notes Redemption, (iii) the 2018 SFC Net Debt Incurrence and (iv) the 2018 OMFH Net Debt Incurrence, OMH and its subsidiaries would have had \$15.3 billion of indebtedness outstanding.

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As a result of the OneMain Acquisition, OMFH became a wholly owned, indirect subsidiary of OMH. OMFH is not a subsidiary of the Company and the Company is not a subsidiary of OMFH. OMFH and its subsidiaries are not guarantors of the notes; accordingly, the notes will be structurally subordinated to all existing and future obligations of OneMain with respect to claims against their assets. As of December 31, 2017, after giving effect to the (i) 2019 OMFH Notes Redemption and (ii) 2018 OMFH Net Debt Incurrence, OneMain had approximately \$6.8 billion of indebtedness outstanding. On November 8, 2016, OMH, OMFH and the trustee under the OMFH Indenture entered into a supplemental indenture pursuant to which OMH agreed to guarantee the OMFH Notes pursuant to the OMFH Notes Guarantee. Although they may do so in the future, SFC and its subsidiaries are not guarantors of any indebtedness of OneMain.

As of December 31, 2017, after giving effect to (i) this offering and (ii) the 2018 SFC Net Debt Incurrence, the aggregate amount of SFC's unsubordinated indebtedness outstanding with which the notes would have ranked equally would have been approximately \$4.7 billion.

The Parent Guaranty will be OMH's senior unsecured obligation and will rank equally in right of payment with all of OMH's other existing and future unsubordinated indebtedness from time to time outstanding. The Parent Guaranty will be effectively subordinated to all of OMH's secured obligations to the extent of the value of the assets securing such obligations and structurally subordinated to any existing and future obligations of OMH's subsidiaries (other than the Company) with respect to claims against the assets of such subsidiaries. As of December 31, 2017, after giving effect to (i) this offering, (ii) the 2018 SFC Net Debt Incurrence and (iii) the 2018 OMFH Net Debt Incurrence, OMH's subsidiaries would have had approximately \$10 billion of indebtedness (including securitizations and borrowings under revolving conduit facilities, but excluding payables and other obligations to OMH) to which the notes would have been structurally subordinated. As of December 31, 2017, after giving effect to this offering and the 2019 OMFH Notes Redemption, the aggregate amount of unsubordinated indebtedness outstanding with which the Parent Guaranty would have ranked equally would have been approximately \$5.5 billion.

### **Optional Redemption**

Other than as set forth in the next succeeding paragraph, the notes are not subject to redemption prior to maturity, and there is no sinking fund for the notes.

At any time and from time to time prior to the Stated Maturity of the notes, the Company 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 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).

### **SEC Reports and Reports to Holders**

The Company, pursuant to Section 314(a) of the TIA, will be required to file with the Trustee within 15 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 Securities Exchange Act of 1934, as amended (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. The Company, pursuant to Section 314(a) of the TIA, will also be required to 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. In addition, the Company, pursuant to Section 314(a) of the TIA, will be required to 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.

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The Company has also agreed to notify the Trustee when and as the notes become admitted to trading on any national securities exchange.

**Limitations on Liens**

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 (a) income or profit therefrom, without making effective provision, and the Company covenants that in any such case it 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.

Nothing in this covenant shall be construed to prevent the Company or any Subsidiary from creating, assuming or (b) 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:

- (i) any Mortgage on any properties or assets of the Company or any Subsidiary existing on the issue date; 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 covenant, 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
- (ii) 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 (ii), after giving effect to such incurrence, does not exceed 10% of Consolidated Net Tangible Assets;
- (iii) 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; any Mortgage on any property or assets of any Subsidiary to secure, in the ordinary course of business, its
- (iv) 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; 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
- (v) 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; refinancing, refunding, extension, renewal or replacement (or successive refinancings, refundings, extensions, renewals or replacements) of any Mortgage permitted by this subsection (b) of this covenant (other than pursuant to paragraph (ii) 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;
- (vi) deposits, liens or pledges to enable the Company or any Subsidiary to exercise any privilege or license, or to
- (vii) 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

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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;

(viii) 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;

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 (ix) 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;

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 (x) 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;

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 (xi) 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

any Mortgage created by the Company or any Subsidiary in connection with a transaction intended by the (xii) 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.

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

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 covenant, the Trustee is hereby authorized to enter into (d) an indenture or agreement supplemental hereto and to take such action, 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.

**Events of Default, Notice and Waiver**

If an Event of Default with respect to the notes occurs and is continuing, the Trustee or the holders of at least 25% in aggregate principal amount of the outstanding notes may declare, by notice as provided in the indenture, the principal amount of all the notes due and payable immediately. However, in the case of an Event of Default involving certain events in bankruptcy, insolvency or reorganization, acceleration will occur automatically. If all Events of Default with respect to the notes have been cured or waived, and all amounts due otherwise than because of the acceleration have been paid or deposited with the Trustee, the holders of a majority in aggregate principal amount of the outstanding notes may rescind the acceleration and its consequences.

The holders of a majority in aggregate principal amount of the notes may waive any past Default with respect to such notes, and any Event of Default arising from a past default, except in the case of (i) a Default in the payment of the principal of, or any premium or interest on, any note; or (ii) a Default in respect of a covenant or provision that cannot be amended or modified without the consent of the holder of each outstanding note.





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Event of Default means the occurrence and continuance of any of the following events with respect to the notes:

- (1) 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;
- (2) default in the payment of the principal of and any premium on any note when it becomes due and payable at its Maturity;
- (3) default in the performance, or breach, of any covenant or warranty of the Company in the indenture or the notes, and continuance of such default or breach for a period of 90 days;
- (4) 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; and
- (5) certain events in bankruptcy, insolvency or reorganization of the Company.

A Default under clause (3) or (4) 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 (3) or (4) is cured or remedied within the specified period, it ceases to exist.

If an Event of Default (other than an Event of Default with respect to the Company specified in clause (5) above) occurs and is continuing, the Trustee, by written notice to the Company, or the holders of at least 25% in aggregate principal amount of the outstanding notes, by written notice to the Company and the Trustee, may declare all unpaid principal of and accrued interest on the notes then outstanding to be due and payable (the Default Amount). Upon a declaration of acceleration, such amount shall be due and payable immediately.

If an Event of Default with respect to the Company specified in clause (5) above occurs, the Default Amount shall *ipso facto* become and be immediately due and payable without any declaration or other act on the part of the Trustee or any holder.

Under certain circumstances, the holders of a majority in aggregate principal amount of the notes then outstanding may rescind an acceleration with respect to such notes and its consequences.

In case an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any of the holders unless such holders have offered to the Trustee indemnity or security satisfactory to it against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest (if any) when due, no holder may pursue any remedy with respect to the indenture or the notes unless (i) such holder has previously given the Trustee notice that an Event of Default is continuing, (ii) holders of at least 25% in principal amount of the outstanding notes requested the Trustee to pursue the remedy, (iii) such holders have offered the Trustee security or indemnity satisfactory to it against any loss, liability or expense, (iv) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity and (v) the holders of a majority in principal amount of the outstanding notes have not given the Trustee a direction inconsistent with such request within such 60-day period. Subject to certain restrictions, the holders of a majority in principal amount of the outstanding notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or the indenture or that the Trustee determines is unduly prejudicial to the rights of any other holder or that would involve the Trustee in personal liability.

The indenture will provide that, if a Default occurs and is continuing and is known to the Trustee, the Trustee must deliver to each holder notice of the Default within 90 days after it occurs. Except in the case of a Default in the payment of principal of or interest on any note, the Trustee may withhold notice if and so long as a committee of its trust officers in good faith determines that withholding notice is in the interests of the holders. In addition, the

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Company is required to deliver to the Trustee, within 120 days after the end of each fiscal year, a certificate indicating whether the signers thereof know of any Default that occurred during the previous year. The Company also is required to deliver to the Trustee, within 10 days after the occurrence thereof, written notice of any event which would constitute a Default.

### **No Personal Liability of Directors, Officers, Employees and Stockholders**

No director, officer, employee, incorporator or stockholder, member or limited partner of the Company or its parent companies shall have any liability for any obligations of the Company under the notes or the indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each holder by accepting notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes.

### **Merger and Consolidation**

The Company may consolidate with, merge with or into, or sell or convey all or substantially all of our assets to, any other corporation or entity if:

- (i) in the case of a merger, the Company is the surviving entity in such merger, or (ii) in the case of a merger in which the Company is not the surviving entity or in the case of a consolidation or a sale or conveyance of assets, the entity into which the Company is merged or the entity which is formed by such consolidation or which acquires by sale or conveyance all or substantially all of the assets of the Company shall be a corporation, association, company or business trust organized and existing under the laws of the United States of America or a State thereof
- (a) and such successor entity shall expressly assume the due and punctual payment of the principal of and any premium and interest on all the notes, according to their tenor, and the due and punctual performance and observance of all of the covenants of the indenture and the notes to be performed or observed by the Company by a supplemental indenture in form satisfactory to the Trustee, executed and delivered to the Trustee by such entity; and  
the Company or such successor entity, as the case may be, shall not, immediately after such merger or consolidation, or such sale or conveyance, be in default in the performance or observance of any such covenant and
- (b) shall not immediately thereafter have outstanding (or otherwise be liable for) any indebtedness secured by a Mortgage not expressly permitted by the provisions of the indenture or shall have secured the notes hereunder equally and ratably with (or prior to) any Indebtedness secured by any Mortgage not so permitted.

### **Modification and Waiver**

The indenture may be modified or amended in respect of the notes with the consent of the holders of a majority in aggregate principal amount of the outstanding notes. However, unless each holder to be affected by the proposed change consents, no modification or amendment may:

- (a) change the Stated Maturity of the principal of, or any installment of principal of, or interest on, any note;
- (b) reduce the principal amount of, or the rate or amount of interest on, or any premium payable with respect to, any note;
- (c) change the places or currency of payment of the principal of, or any premium or interest on, any note;
- (d) impair the right to sue for the enforcement of any payment of principal of, or any premium or interest on, any note on or after the date the payment is due;
- (e) reduce the percentage in aggregate principal amount of outstanding notes necessary to:
  - (i) modify or amend the indenture,
  - (ii) waive any past default or compliance with certain restrictive provisions, or
  - (iii) constitute a quorum or take action at a meeting; or



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- (f) otherwise modify the provisions of the indenture concerning modification or amendment or concerning waiver of compliance with certain provisions of, or certain defaults and their consequences under, the indenture, except to:
- (i) increase the percentage of outstanding notes necessary to modify or amend the indenture or to give the waiver, or
  - (ii) provide that certain other provisions of the indenture cannot be modified or waived without the consent of the holder of each outstanding note affected by the modification or waiver.

The holders of a majority in aggregate principal amount of the outstanding notes may waive our obligation to comply with certain restrictive provisions applicable to such notes.

The indenture may be modified or amended without the consent of any holder of outstanding notes for any of the following purposes:

- (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 the indenture;
- (c) to add any Events of Default;
  - to change or eliminate any restrictions on the payment of the principal of, or any premium or interest on, any notes,
- (d) 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 the indenture with respect to the notes by the deposit in trust of money and/or Government Obligations in accordance with the provisions described under —Satisfaction and Discharge ;
- (h) to make certain changes to the indenture to provide for the issuance of Additional Notes;
  - to cure any ambiguity, defect or inconsistency in the indenture or to make any other provisions with respect to
- (i) matters or questions arising under the 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 the indenture or the notes to any provision of this Description of the Notes.

**Satisfaction and Discharge**

The indenture will be discharged and will cease to be of further effect as to all notes issued thereunder (other than the Company's obligations to register the transfer or exchange of notes; to replace stolen, lost or mutilated notes; to maintain paying agencies; and to hold money for payment in trust), when:

- (a) either
  - all notes that have been authenticated, except lost, stolen or destroyed notes that have been replaced or paid and
  - (i) notes for whose payment money has been deposited in trust and thereafter repaid to the Company, have been delivered to the Trustee for cancellation; or
  - all notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the delivery of a notice of redemption or otherwise or will become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of
  - (ii) redemption by the Trustee in the name, and at the expense of the Company, and the Company has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the holders, cash in U.S. dollars, Government Obligations, or a combination of cash in U.S. dollars and Government Obligations, in such amounts as will be

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sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the notes not delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(b) the Company has paid or caused to be paid all sums payable by it under the indenture in respect of the notes; and in the event of a deposit as provided in clause (i)(b) above, the Company has delivered irrevocable

(c) instructions to the Trustee under the indenture to apply the deposited money toward the payment of the notes at maturity or the redemption date, as the case may be.

In addition, the Company must deliver an officers' certificate and an opinion of counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

### **Defeasance of Certain Covenants**

The Company at any time may terminate all its obligations under the notes and the indenture with respect to the notes except for certain obligations, including those respecting the Defeasance Trust (as defined below) and obligations to register the transfer or exchange of the notes, to replace mutilated, destroyed, lost or stolen notes and to maintain a registrar and paying agent in respect of the notes. This is known as Legal Defeasance. The Company at any time may terminate its obligations under the covenants described under —Limitations on Liens above and the operation of clause (3) or (4) described under —Events of Default above. This is known as Covenant Defeasance.

The Company may exercise its Legal Defeasance option notwithstanding its prior exercise of its Covenant Defeasance option. If the Company exercises its Legal Defeasance option, payment of the notes may not be accelerated because of an Event of Default with respect thereto. If the Company exercises its Covenant Defeasance option, payment of the notes may not be accelerated because of an Event of Default specified in clause (3) or (4) described under —Events of Default above.

In order to exercise either defeasance option, the Company must irrevocably deposit in trust (the Defeasance Trust ) with the Trustee money, Government Obligations or a combination thereof, for the payment of principal and interest (if any) on the notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including (unless the notes will mature or be redeemed within 30 days) delivering to the Trustee an opinion of counsel to the effect that holders will not recognize income, gain or loss for federal income tax purposes as a result of such deposit and defeasance and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred, and, in the case of Legal Defeasance only, such opinion of counsel must be based on a ruling of the Internal Revenue Service or other change in applicable federal income tax law.

### **The Trustee under the Indenture**

We and certain of our affiliates maintain banking relations with Wilmington Trust, National Association and its affiliates.

Unless we are in default, the Trustee is required to perform only those duties specifically set out in the indenture. After an Event of Default, the Trustee is required to exercise the same degree of care as a prudent individual would exercise in the conduct of his or her own affairs. The Trustee is under no obligation to exercise any of its rights or powers under the indenture at the request of any holder of notes, unless the holder offers the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities that might be incurred in connection with the Trustee's exercise of these rights or powers. The Trustee is not required to spend or risk its own funds or otherwise incur financial liability in performing its duties if the Trustee reasonably believes that repayment or adequate indemnity is not reasonably assured to it. The indenture contains other provisions limiting the responsibilities and

liabilities of the Trustee.

**Governing Law**

The indenture and the notes will be governed by and will be construed in accordance with the laws of the State of New York.

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### **Certain Definitions**

**Applicable Premium** means with respect to any note on any date of redemption, as determined by the Company, the excess, if any, 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), 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.

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

**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.

**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.

**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.

**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.

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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.

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 the Stated Maturity of the notes; provided, however, that if the period from the redemption date to the Stated Maturity of such 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.

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.

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### **BOOK-ENTRY SETTLEMENT AND CLEARANCE**

Except as set forth below, notes will be issued in registered, global form in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof (the Global Notes ). The Global Notes will be deposited upon issuance with the Trustee, as custodian for DTC, and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for notes in certificated form except in the limited circumstances described below. See —Certificated Securities. Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of Certificated Notes (as defined below).

#### **Global Notes**

SFC expects that, pursuant to the Applicable Procedures (as defined below) established by DTC, (i) upon the issuance of the Global Notes, DTC or its custodian will credit, on its internal system, the principal amount at maturity of the individual beneficial interests represented by such Global Notes to the respective accounts of persons who have accounts with such depository ( participants ) and (ii) ownership of beneficial interests in the Global Notes will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). As used herein, Applicable Procedures means, with respect to any transfer, exchange or other activity of DTC, Euroclear and Clearstream on behalf of or for beneficial interests in any Global Note, the rules and procedures of DTC, Euroclear and Clearstream that apply to such transfer, exchange or other activity. Such accounts initially will be designated by or on behalf of the underwriters and ownership of beneficial interests in the Global Notes will be limited to participants or persons who hold interests through participants. Holders may hold their interests in the Global Notes directly through DTC if they are participants in such system, or indirectly through organizations which are participants in such system.

So long as DTC or its nominee is the registered owner or holder of the notes, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such Global Notes for all purposes under the indenture. No beneficial owner of an interest in the Global Notes will be able to transfer that interest except in accordance with the Applicable Procedures, in addition to those provided for under the indenture with respect to the notes.

Payments of the principal of, and premium (if any) and interest (including additional interest, if any) on, the Global Notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. Neither SFC, the Trustee nor any paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interest.

SFC expects that DTC or its nominee, upon receipt of any payment of principal of, and premium (if any) and interest (including additional interest, if any) on the Global Notes, will credit participants accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the Global Notes as shown on the records of DTC or its nominee. SFC also expects that payments by participants to owners of beneficial interests in the Global Notes held through such participants will be governed by standing instructions and customary practice, as is now the case with securities held for the accounts of customers, registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance with DTC rules and will be settled in same-day funds. If a holder requires physical delivery of a Certificated Security for any reason, including to sell notes to persons in states that require physical delivery of the notes, or to pledge such securities, such holder must transfer its interest in a Global Notes, in accordance with the Applicable Procedures and with the procedures set forth in the indenture.

DTC has advised SFC that it will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate

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principal amount of notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the indenture, DTC has advised SFC that it will exchange the applicable Global Notes for Certificated Securities, which it will distribute to its participants.

DTC has advised SFC as follows: DTC is a limited-purpose trust company organized under New York banking law, a banking organization within the meaning of the New York banking law, a member of the Federal Reserve System, a clearing corporation within the meaning of the New York Uniform Commercial Code and a clearing agency registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for issues of U.S. and non-U.S. equity, corporate and municipal debt issues that participants deposit with DTC. DTC also facilitates the post-trade settlement among participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between participants' accounts. This eliminates the need for physical movement of securities certificates. Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to the DTC system is also available to indirect participants such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants of DTC, it is under no obligation to perform such procedures, and such procedures may be discontinued at any time. Neither SFC nor the Trustee or any of its agents will have any responsibility for the performance by DTC or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

**Clearstream.** Clearstream Banking, *société anonyme* ( Clearstream ) is incorporated under the laws of Luxembourg as a professional depository. Clearstream holds securities for its participating organizations ( Clearstream Participants ) and facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. As a professional depository, Clearstream is subject to regulation by the Luxembourg Monetary Institute. Clearstream Participants are financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, and may include the underwriters. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a Clearstream Participant either directly or indirectly.

Distributions with respect to beneficial interests in Global Notes held through Clearstream will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures to the extent received by DTC for Clearstream.

**Euroclear.** The Euroclear System ( Euroclear ) was created to hold securities for participants of Euroclear ( Euroclear Participants ) and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates. Euroclear is operated by Euroclear Bank S.A./N.V. (the Euroclear Operator ), under contract with Euroclear Clearance Systems S.C., a Belgian cooperative corporation (the Cooperative ). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the underwriters. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

Although Clearstream and Euroclear have agreed to the procedures described below in order to facilitate transfers of interests in the Global Notes, they are under no obligation to perform these procedures, and these procedures may be modified or discontinued at any time. Neither we nor the trustee or its agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their respective operations.

Links have been established among DTC, Clearstream and Euroclear to facilitate the initial issuance of the notes sold outside of the United States and cross-market transfers of the notes associated with secondary market trading.

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Clearstream and Euroclear will record the ownership interests of their participants in much the same way as DTC, and DTC will record the total ownership of each of the U.S. agents of Clearstream and Euroclear, as participants in DTC. When beneficial interests in Global Notes are to be transferred from the account of a DTC participant to the account of a Clearstream Participant or a Euroclear Participant, the purchaser must send instructions to Clearstream or Euroclear through a participant at least one day prior to settlement. Clearstream or Euroclear, as the case may be, will instruct its U.S. agent to receive beneficial interests in Global Notes against payment. After settlement, Clearstream or Euroclear will credit its participant's account. Credit for beneficial interests in Global Notes will appear on the next day (European time).

Because settlement is taking place during New York business hours, DTC participants will be able to employ their usual procedures for sending beneficial interests in Global Notes to the relevant U.S. agent acting for the benefit of Clearstream or Euroclear participants. The sale proceeds will be available to the DTC seller on the settlement date. As a result, to the DTC participant, a cross-market transaction will settle no differently than a trade between two DTC participants.

When a Clearstream or Euroclear participant wishes to transfer beneficial interests in Global Notes to a DTC participant, the seller will be required to send instructions to Clearstream or Euroclear through a Clearstream or Euroclear participant at least one business day prior to settlement. In these cases, Clearstream or Euroclear will instruct its U.S. agent to transfer these beneficial interests in Global Notes against payment for them. The payment will then be reflected in the account of the Clearstream or Euroclear participant the following day, with the proceeds back valued to the value date, which would be the preceding day, when settlement occurs in New York. If settlement is not completed on the intended value date, that is, the trade fails, proceeds credited to the Clearstream or Euroclear participant's account will instead be valued as of the actual settlement date.

You should be aware that you will only be able to make and receive deliveries, payments and other communications involving beneficial interests in Global Notes through Clearstream and Euroclear on the days when those clearing systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States. In addition, because of time zone differences there may be problems with completing transactions involving Clearstream and Euroclear on the same business day as in the United States.

### **Certificated Securities**

A Global Note is exchangeable for Certificated Securities in fully registered form without interest coupons only in the following limited circumstances:

DTC notifies the Company that it is unwilling or unable to continue as depository for the Global Notes and the Company fails to appoint a successor depository within 90 days of such notice, or there shall have occurred and be continuing an Event of Default with respect to the notes. Certificated Securities may not be exchanged for beneficial interests in any Global Notes unless the transferor first delivers to the Trustee a written certificate (in the form provided in the indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such notes.

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer the notes will be limited to such extent.

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### **U.S. FEDERAL INCOME TAX CONSIDERATIONS TO NON-U.S. HOLDERS**

The following discussion is a summary of U.S. federal income tax considerations generally applicable to the ownership and disposition of notes to non-U.S. holders (as defined below) that acquire the notes for cash at their original issue price pursuant to this offering. The summary is based on the Code, U.S. Treasury Regulations, judicial decisions, published positions of the Internal Revenue Service (the IRS) and other applicable authorities, all as in effect as of the date hereof and all of which are subject to change or differing interpretations (possibly with retroactive effect). The discussion does not address all of the tax consequences that may be relevant to a particular person or to persons subject to special treatment under U.S. federal income tax laws (such as broker-dealers, insurance companies, U.S. expatriates, tax-exempt entities, traders in securities that elect to use a mark-to-market method of accounting, persons subject to alternative minimum tax, or persons that are, or hold their notes through, partnerships or other pass-through entities) or to persons that hold notes as part of a straddle, hedge, conversion, synthetic security or constructive sale transaction for U.S. federal income tax purposes, all of whom may be subject to tax rules that differ from those summarized below. Moreover, this discussion does not address any foreign, state or local tax consequences or any U.S. federal tax consequences other than U.S. federal income tax consequences. This summary deals only with persons who hold the notes as capital assets within the meaning of the Code (generally, property held for investment) and does not apply to banks and other financial institutions. No assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of those set forth below.

Potential investors should consult their tax advisors as to the particular U.S. federal income tax consequences to them of acquiring, owning and disposing of the notes, as well as the effects of other U.S. federal tax laws or state, local and non-U.S. tax laws.

A non-U.S. holder means any beneficial owner of a note (as determined for U.S. federal income tax purposes), that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust and that is not a U.S. holder. For purposes of this discussion, a U.S. holder means a beneficial owner of a note (as determined for U.S. federal income tax purposes) that, for U.S. federal income tax purposes is, or is treated as, a citizen or individual resident of the United States, a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia, an estate the income of which is subject to U.S. federal income taxation regardless of its source, or a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) the trust has a valid election in effect under applicable United States Treasury Regulations to be treated as a U.S. person.

If any entity or arrangement treated as a partnership for U.S. federal income tax purposes is a holder of a note, the U.S. federal income tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. Partners and partnerships should consult their tax advisors as to the particular U.S. federal income tax consequences applicable to them.

*Interest.* Subject to the discussion below under the heading Certain Withholding Rules, a non-U.S. holder generally will not be subject to U.S. federal income or withholding tax on interest paid or accrued on a note if: (1) the interest is not effectively connected with a U.S. trade or business; and (2) the non-U.S. holder satisfies the following requirements:

- (1) the non-U.S. holder does not actually or constructively own 10% or more of our voting stock;
- (2) the non-U.S. holder is not a controlled foreign corporation that is related to us (directly or indirectly) through stock ownership; and
- (3) the non-U.S. holder certifies to its non-U.S. status on IRS Form W-8BEN or W-8BEN-E (or other applicable form).



Alternatively, a non-U.S. holder that cannot satisfy the above requirements generally will be exempt from U.S. federal withholding tax with respect to interest paid on the notes if the holder establishes (generally, by providing an IRS Form W-8ECI) that such interest is not subject to withholding tax because it is effectively connected with the non-U.S. holder's conduct of a trade or business in the United States (and, if required under an applicable income tax treaty, is attributable to a U.S. permanent establishment). However, to the extent that such interest is effectively connected with the non-U.S. holder's conduct of a U.S. trade or business (and, if required under an applicable income

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tax treaty, is attributable to a U.S. permanent establishment), the non-U.S. holder will be subject to U.S. federal income tax on a net basis in generally the same manner as a U.S. holder and, if it is a foreign corporation, may be subject to a 30% U.S. branch profits tax (or lower applicable treaty rate) on its effectively connected earnings and profits (subject to adjustments).

If a non-U.S. holder does not satisfy the requirements described above, and does not establish that the interest is effectively connected with the non-U.S. holder's conduct of a U.S. trade or business (or, if required under an applicable income tax treaty, is attributable to a U.S. permanent establishment), the non-U.S. holder generally will be subject to U.S. withholding tax on payments of interest, currently imposed at 30%. Under certain income tax treaties, the U.S. withholding rate on payments of interest may be reduced or eliminated, provided the non-U.S. holder complies with the applicable certification requirements (generally, by providing a properly completed IRS Form W-8BEN or W-8BEN-E, as applicable).

*Disposition.* Subject to the discussion below under the heading "Certain Withholding Rules," a non-U.S. holder generally will not be subject to U.S. federal income taxation with respect to any gain recognized on a sale, exchange, redemption, retirement or other disposition of a note, unless:

- (4) the gain is effectively connected with the non-U.S. holder's conduct of a U.S. trade or business (and, if required under an applicable income tax treaty, the gain is attributable to a U.S. permanent establishment); or
- (5) in the case of an individual, such individual is present in the United States for 183 days or more during the taxable year in which gain is recognized and certain other conditions are met.

If the first exception applies, the non-U.S. holder generally will be subject to U.S. federal income tax on a net basis in generally the same manner as a U.S. holder and, if it is a foreign corporation, may be subject to a 30% U.S. branch profits tax (or lower applicable treaty rate) on its effectively connected earnings and profits (subject to adjustments). If the second exception applies, the non-U.S. holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate under an applicable income tax treaty) on the amount by which capital gains recognized in such taxable year allocable to U.S. sources (including gains from the sale, exchange, retirement or other disposition of the notes) exceed certain capital losses allocable to U.S. sources.

*Certain Withholding Rules.* Withholding at a rate of 30% generally will be required on interest payments in respect of, and, after December 31, 2018, gross proceeds from the sale or other disposition (including a redemption or retirement) of, notes held by or through certain foreign financial institutions (including investment funds), unless such institution (i) enters into, and complies with, an agreement with the IRS to report, on an annual basis, information with respect to interests in, and accounts maintained by, the institution that are owned by certain U.S. persons and by certain non-U.S. entities that are wholly or partially owned by U.S. persons and to withhold on certain payments or (ii) if required under an intergovernmental agreement between the United States and an applicable foreign country, reports such information to its local tax authority, which will exchange such information with the U.S. authorities. Accordingly, the entity through which the notes are held will affect the determination of whether such withholding is required. Similarly, interest payments in respect of, and, after December 31, 2018, gross proceeds from a sale or other disposition (including a redemption or retirement) of, notes held by or through an entity that is a non-financial foreign entity that does not qualify under certain exemptions generally will be subject to withholding at a rate of 30%, unless such entity either (i) certifies that such entity does not have any "substantial United States owners" or (ii) provides certain information regarding the entity's "substantial United States owners," which the applicable withholding agent will in turn provide to the Internal Revenue Service. An intergovernmental agreement between the United States and an applicable foreign country may modify the foregoing requirements. We will not pay any additional amounts to non-U.S. holders in respect of any amounts withheld. Prospective investors should consult their tax advisors regarding the possible implications of these rules on their investment in the notes.

TABLE OF CONTENTS**UNDERWRITING**

Barclays Capital Inc. and Morgan Stanley & Co. LLC are acting as representatives of each of the underwriters named below. Subject to the terms and conditions set forth in the underwriting agreement among us and the underwriters, we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us, the principal amount of notes set forth opposite its name below.

<b>Underwriter</b>	<b>Principal Amount of Notes</b>
Barclays Capital Inc.	\$
Morgan Stanley & Co. LLC	
Citigroup Global Markets Inc..	
Credit Suisse Securities (USA) LLC.	
Goldman Sachs & Co. LLC.	
RBC Capital Markets, LLC	
SG Americas Securities, LLC	
Sandler O’Neill & Partners, L.P.	
The Williams Capital Group L.P.	
Total	\$ 500,000,000

Subject to the terms and conditions set forth in the underwriting agreement, the underwriters have agreed, severally and not jointly, to purchase all of the notes sold under the underwriting agreement if any of these notes are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated.

We have agreed to indemnify the underwriters and their controlling persons against certain liabilities in connection with this offering, including liabilities under the Securities Act of 1933, as amended, or to contribute to payments the underwriters may be required to make in respect of those liabilities.

The underwriters are offering the notes, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the notes, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officer’s certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

**Commissions and Discounts**

The representative has advised us that the underwriters propose initially to offer the notes to the public at the public offering price set forth on the cover page of this prospectus supplement. After the initial offering, the public offering price, concession or any other term of the offering may be changed.

The expenses of the offering, not including the underwriting discount, are estimated at \$            and are payable by us.

**New Issue of Notes**

The notes are a new issue of securities with no established trading market. We do not intend to apply for listing of the notes on any national securities exchange or for inclusion of the notes on any automated dealer quotation system. We have been advised by the underwriters that they presently intend to make a market in the notes after completion of the offering. However, they are under no obligation to do so and may discontinue any market-making activities at any time without any notice. We cannot assure the liquidity of the trading market for the notes or that an active public market for the notes will develop. If an active public trading market for the notes does not develop, the market price and liquidity of the notes may be adversely affected. If the notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our operating performance and financial condition, general economic conditions and other factors.

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### **No Sales of Similar Securities**

SFC has agreed that it will not, for a period of 30 days after the date of this offering memorandum, without first obtaining the prior written consent of Barclays Capital Inc., directly or indirectly, issue, sell, offer to contract or grant any option to sell, pledge, transfer or otherwise dispose of, any unsecured debt securities that are substantially similar to the notes, except for the notes sold to the underwriters pursuant to the underwriting agreement and except for exchanges or other similar transactions.

### **Short Positions**

In connection with the offering, the underwriters may purchase and sell the notes in the open market. These transactions may include short sales and purchases on the open market to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater principal amount of notes than they are required to purchase in the offering. The underwriters must close out any short position by purchasing notes in the open market. A short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the notes in the open market after pricing that could adversely affect investors who purchase in the offering.

Similar to other purchase transactions, the underwriters' purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of the notes or preventing or retarding a decline in the market price of the notes. As a result, the price of the notes may be higher than the price that might otherwise exist in the open market.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the notes. In addition, neither we nor any of the underwriters make any representation that the underwriters will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

### **Other Relationships**

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 or our affiliates. 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 in which they serve as lender to the Company or certain of the Company's affiliates. Barclays Capital Inc., Credit Suisse Securities (USA) LLC and SG Americas Securities, LLC acted as Initial Purchasers in connection with the February OMFH Securitization Offering. Affiliates of the underwriters may provide advisory services to us or the sellers in connection with, and may provide financing for, the potential acquisitions. In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. Certain of the underwriters or their affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such short positions could adversely affect future trading prices of the notes offered hereby. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

### **Notice to Prospective Investors in Canada**

The notes may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus supplement or the accompanying prospectus (including any amendment

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thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* ( NI 33-105 ), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

### **PRIIPS Regulation / Prohibition of Sales to EEA Retail Investors**

The notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ( EEA ). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, MiFID II ); or (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the Prospectus Directive ). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the PRIIPs Regulation ) for offering or selling the notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. This prospectus supplement has been prepared on the basis that any offer of the notes in any Member State of the EEA will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of the Notes. This prospectus supplement is not a prospectus for the purposes of the Prospectus Directive.

### **Hong Kong**

The notes may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), or (ii) to professional investors within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a prospectus within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), and no advertisement, invitation or document relating to the notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to notes which are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

### **Singapore**

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes may not be circulated or distributed, nor may the notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the SFA ), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, notes, debentures and units of notes and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after that corporation or that trust has acquired the notes under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.