
Section 1: SC 13D (SCHEDULE 13D)

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

SCHEDULE 13D

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

FGL Holdings

(Name of Issuer)

Ordinary Shares
(Title of Class of Securities)

G3402M 102
(CUSIP Number)

Chinh E. Chu
Sterling House
16 Wesley Street
Hamilton HM CX, Bermuda
(800) 445-6758

Copy to:

Joel L. Rubinstein
Winston & Strawn LLP
200 Park Avenue
New York, New York 10166
(212) 294-6700

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

November 29, 2017
(Date of Event which Requires Filing of this Statement)

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

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

| | | |
|--|---|---|
| CUSIP No. G3402M 102 | | |
| 1 | NAME OF REPORTING PERSONS Chinh E. Chu | |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3 | SEC USE ONLY | |
| 4 | SOURCE OF FUNDS AF | |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION United States of America | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 | SOLE VOTING POWER 23,407,057 ⁽¹⁾⁽²⁾ |
| | 8 | SHARED VOTING POWER 0 |
| | 9 | SOLE DISPOSITIVE POWER 23,407,057 ⁽¹⁾⁽²⁾ |
| | 10 | SHARED DISPOSITIVE POWER 0 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,407,057 ⁽¹⁾⁽²⁾ | |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.5% | |
| 14. | TYPE OF REPORTING PERSON IN | |

⁽¹⁾ The securities are held directly by CC Capital Management LLC (“CC Capital”). Chinh E. Chu is the managing member and controlling owner of CC Capital and as such may be deemed to beneficially own all of the securities held directly by CC Capital.

⁽²⁾ Includes 9,566,667 ordinary shares issuable upon the exercise of 9,566,667 warrants.

| | |
|--|---|
| CUSIP No. G3402M 102 | |
| 1 | NAME OF REPORTING PERSONS CC Capital Management LLC |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> |
| 3 | SEC USE ONLY |
| 4 | SOURCE OF FUNDS WC |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 SOLE VOTING POWER 23,407,057 ⁽¹⁾ |
| | 8 SHARED VOTING POWER 0 |
| | 9 SOLE DISPOSITIVE POWER 23,407,057 ⁽¹⁾ |
| | 10 SHARED DISPOSITIVE POWER 0 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,407,057 ⁽¹⁾ |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.5% |
| 14. | TYPE OF REPORTING PERSON OO |

⁽¹⁾ Includes 9,566,667 ordinary shares issuable upon the exercise of 9,566,667 warrants.

| | |
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| CUSIP No. G3402M 102 | |
| 1 | NAME OF REPORTING PERSONS CF Capital Growth, LLC |
| 2 | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> |
| 3 | SEC USE ONLY |
| 4 | SOURCE OF FUNDS WC |
| 5 | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> |
| 6 | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7 SOLE VOTING POWER 0 |
| | 8 SHARED VOTING POWER 0 |
| | 9 SOLE DISPOSITIVE POWER 0 |
| | 10 SHARED DISPOSITIVE POWER 0 |
| 11 | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 |
| 12 | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> |
| 13 | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0% |
| 14. | TYPE OF REPORTING PERSON OO |

END OF COVER PAGES

ITEM 1. SECURITY AND ISSUER

This statement on Schedule 13D (this “Schedule 13D”) relates to the ordinary shares, par value \$0.0001 per share (the “ordinary shares”), of FGL Holdings (f/k/a CF Corporation), a Cayman Islands exempted company (the “Issuer”). The principal executive offices of the Issuer are located at Sterling House, 16 Wesley Street, Hamilton HM CX, Bermuda.

ITEM 2. IDENTITY AND BACKGROUND

(a) This statement is filed by (i) Chinh E. Chu, (ii) CC Capital Management LLC (“CC Capital”) and (iii) CF Capital Growth, LLC (the “Sponsor”) (collectively, the “Reporting Persons”).

(b) The business address of Mr. Chu is Sterling House, 16 Wesley Street, Hamilton HM CX, Bermuda. The business address of CC Capital is 555 Madison Avenue, 26th Floor, New York, New York 10022. The business address of the Sponsor is 1701 Village Center Circle, Las Vegas, Nevada 89134.

(c) Mr. Chu is the Co-Chairman of the Issuer. Mr. Chu is also the Founder and Managing Member of CC Capital, a private investment firm. The Sponsor is a Delaware limited liability company owned and controlled by the Mr. Chu and William P. Foley, II formed solely for the purpose of investing in securities of the Issuer.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Chu is a citizen of the United States of America. CC Capital and the Sponsor are Delaware limited liability companies.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The information set forth in Item 4 hereof is hereby incorporated by reference into this Item 3, as applicable. The source of funds for acquiring the securities described herein was the working capital of CC Capital and the Sponsor.

ITEM 4. PURPOSE OF THE TRANSACTION

Mr. Chu and William P. Foley, II founded the Issuer on February 26, 2016 and began serving as its Co-Executive Chairmen on April 16, 2016.

Securities Subscription Agreement

On March 2, 2016, the Issuer issued to the Sponsor an aggregate of 2,875,000 Class B ordinary shares (“founder shares”) in exchange for a capital contribution of \$25,000 pursuant to a securities subscription agreement, dated as of February 29, 2016 (the “Securities Subscription Agreement”). The foregoing description of the Securities Subscription Agreement is qualified in its entirety by reference to the Securities Subscription Agreement, which is attached hereto as Exhibit 1.

Letter Agreement

On May 19, 2016, the Sponsor, Mr. Chu and Mr. Foley agreed, pursuant to a letter agreement with the Issuer (the “Letter Agreement”) not to transfer, assign or sell any of their founder shares until the earliest of (a) one year after the completion of the Business Combination with respect to 50% of their founder shares, (b) two years after the completion of the Business Combination with respect to the remaining 50% of their founder shares, and (c) the date on which the Issuer completes a liquidation, merger, share exchange or other similar transaction after an initial business combination that results in all of the Issuer’s shareholders having the right to exchange their ordinary shares for cash, securities or other property. The foregoing description of the Letter Agreement is qualified in its entirety by reference to the Letter Agreement which is attached hereto as Exhibit 2.

Private Placement Warrants Purchase Agreement

On May 25, 2016 and June 29, 2016, the Sponsor purchased from the Issuer an aggregate of 15,800,000 private placement warrants pursuant to the terms of a private placement warrants purchase agreement, dated as of May 19, 2016 (the “Private Placement Warrants Purchase Agreement”). Each private placement warrant entitles the holder to purchase one ordinary share at \$11.50 per share. The private placement warrants (including the ordinary shares issuable upon exercise of the private placement warrants) are not be transferable, assignable or salable until 30 days after the completion of the Business Combination, and they will be non-redeemable so long as they are held by the initial purchasers of the private placement warrants or their permitted transferees. Otherwise, the private placement warrants have terms and provisions that are identical to those of the warrants sold as part of the units in the Issuer’s initial public offering and have no net cash settlement provisions. The foregoing description of the Private Placement Warrants Purchase Agreement is qualified in its entirety by reference to the Private Placement Warrants Purchase Agreement which is attached hereto as Exhibit 3.

Registration Rights Agreement

On May 19, 2016, the Issuer and the Sponsor entered into a registration rights agreement (the “Registration Rights Agreement”) which provides for registration rights for the holders of the founder shares, private placement warrants and note warrants (as defined below). These holders are entitled to make up to three demands, excluding short form registration demands, that the Issuer register such securities for sale under the Securities Act. In addition, these holders have “piggy-back” registration rights to include their securities in other registration statements filed by the Issuer. However, the registration rights agreement provides that the Issuer will not permit any registration statement filed under the Securities Act to become effective until termination of any applicable lock-up period relating to such securities. The foregoing description of the Registration Rights Agreement is qualified in its entirety by reference to the Registration Rights Agreement which is attached hereto as Exhibit 4.

Forward Purchase Agreement

On April 19, 2016, the Issuer entered into forward purchase agreements pursuant to which certain investors (the “anchor investors”) agreed to purchase an aggregate of 51,000,000 ordinary shares (“forward purchase shares”) plus an aggregate of 19,083,333 redeemable warrants (“forward purchase warrants”) in a private placement which occurred concurrently with the closing of the Business Combination (as defined below).

Among such forward purchase agreements, the Issuer entered into a forward purchase agreement with CC Capital (the “Forward Purchase Agreement”) providing for the sale of 2,750,000 ordinary shares and 916,667 redeemable warrants for an aggregate purchase price of \$10.00 per ordinary share, or \$27,500,000. In connection with the Forward Purchase Agreement, the Issuer issued to CC Capital 202,206 founder shares for \$0.002 per share.

Pursuant to the forward purchase agreements, the Issuer agreed to use its commercially reasonable efforts (i) to file within 30 days after the closing of the Business Combination a registration statement with the SEC for a secondary offering of the forward purchase shares and the forward purchase warrants (and underlying ordinary shares), (ii) to cause such registration statement to be declared effective promptly thereafter and (iii) to maintain the effectiveness of such registration statement until the earliest of (A) the date on which the anchor investor ceases to hold the securities covered thereby, (B) the date all of the securities covered thereby can be sold publicly without restriction or limitation under Rule 144 under the Securities Act and (C) the second anniversary of the date of effectiveness of such registration statement, subject to certain conditions and limitations set forth in the forward purchase agreements.

The foregoing description of the Forward Purchase Agreement is qualified in its entirety by reference to the Forward Purchase Agreement which is attached hereto as Exhibit 5.

On April 19, 2016, the Sponsor surrendered 718,750 founder shares to the Issuer for no consideration and the Issuer issued 718,750 founder shares to the anchor investors for \$0.01 per share pursuant to the forward purchase agreements.

On April 21, 2016, the Issuer effected a pro rata share capitalization resulting in an increase in the total number of founder shares outstanding from 2,875,000 to 15,000,000, resulting in the Sponsor holding 11,250,000 founder shares and CC Capital holding 202,206 founder shares.

On May 24, 2017, the Issuer entered into an amendment (the “FPA Amendment”) to the Forward Purchase Agreement, pursuant to which CC Capital agreed, among other things, to add FGL as a third party beneficiary of the Forward Purchase Agreement, to prohibit assignments and amendments of the Forward Purchase Agreement without FGL’s consent and to entitle FGL to specific performance of the Forward Purchase Agreement. The foregoing description of the FPA Amendment is qualified in its entirety by reference to the FPA Amendment which is attached hereto as Exhibit 6.

On November 30, 2017 (the “Closing Date”), pursuant to the terms of the Forward Purchase Agreement, CC Capital purchased 2,750,000 ordinary shares at a purchase price of \$10.00 per share from the Issuer and received 916,667 private placement warrants from the Issuer.

Business Combination and Appointment as Co-Chairman

On May 24, 2017, the Issuer entered into an Agreement and Plan of Merger (the “Merger Agreement”) with FGL US Holdings Inc., a Delaware corporation and wholly owned indirect subsidiary of the Issuer (“Parent”), FGL Merger Sub Inc., a Delaware corporation and wholly owned direct subsidiary of Parent (“Merger Sub”), and Fidelity & Guaranty Life, a Delaware corporation (“FGL”), pursuant to which, subject to the satisfaction or waiver of certain conditions set forth therein, Merger Sub would merge with and into FGL in accordance with the Delaware General Corporation Law, with FGL surviving the merger as a wholly owned indirect subsidiary of the Issuer (the transactions contemplated by the Merger Agreement, the “Business Combination”).

In connection with and effective upon the consummation of the Business Combination, on July 24, 2017, the Board of Directors of the Issuer appointed Mr. Chu Co-Chairman of the Issuer with a term expiring at the Issuer’s 2018 annual general meeting of shareholders.

Nominating and Voting Agreement

On the Closing Date, the Issuer entered into a nominating and voting agreement (the “Nominating and Voting Agreement”) with Mr. Chu, Mr. Foley and Blackstone Tactical Opportunities Fund II L.P. (“BTO”) (collectively, the “Voting Agreement Parties”).

Pursuant to the Nominating and Voting Agreement, if the Voting Agreement Parties and their respective affiliates own, in the aggregate, directly or indirectly, at least 20% of the issued and outstanding ordinary shares, the Voting Agreement Parties will have the right to designate one director nominee for election at each general meeting of the Issuer.

If the Voting Agreement Parties and their respective affiliates own, in the aggregate, directly or indirectly, at least 12% but less than 20% of the issued and outstanding ordinary shares (the “Two Director Range”), the Voting Agreement Parties will have the right to designate one director nominee for each of the two director classes (the “Two Director Classes”) to be voted on at the two general meetings of the Issuer immediately after the aggregate ownership of ordinary shares comes within the Two Director Range and for each subsequent meeting at which one of the Two Director Classes is to be voted on by the shareholders, provided that such aggregate ownership remains within the Two Director Range at the time of each such nomination.

If the Voting Agreement Parties and their respective affiliates own, in the aggregate, directly or indirectly, at least 5% but less than 12% of the issued and outstanding ordinary shares (the “One Director Range”), the Voting Agreement Parties will have the right to designate one director nominee for the class of directors (the “One Director Class”) to be voted on at the general meeting of the Issuer immediately after the aggregate ownership of ordinary shares comes within the One Director Range and for each subsequent meeting at which the One Director Class is to be voted on by the shareholders, provided that such aggregate ownership remains within the One Director Range at the time of each such nomination.

Director nominees selected under the Nominating and Voting Agreement will be selected by the vote of any two of Mr. Chu, Mr. Foley and BTO.

In addition, pursuant to the Nominating and Voting Agreement, each of Mr. Chu, Mr. Foley and BTO agreed to vote for each director so nominated.

The foregoing description of the Nominating and Voting Agreement is qualified in its entirety by reference to the Nominating and Voting Agreement which is attached hereto as Exhibit 7.

By virtue of the Nominating and Voting Agreement, Mr. Chu, Mr. Foley and BTO may be deemed to comprise a “group” within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (“Section 13(d)(3)”). As of the date hereof, 13,840,390 ordinary shares and 9,566,667 warrants are directly held by BilCar. Mr. Foley is the manager of BilCar and as such may be deemed to beneficially own all of the securities held directly by BilCar. As of the date hereof, 43,266,906 ordinary shares and 6,250,000 warrants are directly held by BTO and its affiliates. The aggregate beneficial ownership of 96,331,020 ordinary shares (including warrants) for such “group” is 40.2%, assuming the exercise of all warrants held by members of the “group.” Each of the Reporting Persons hereby expressly disclaims any beneficial ownership of any securities of the Issuer owned by each of Mr. Foley, BilCar and BTO and its affiliates.

Convertible Note

On November 29, 2017, the Issuer issued a convertible promissory note (the “Convertible Note”) to the Sponsor in the amount of \$1,500,000 in respect of advances made by the Sponsor from time to time for the Issuer’s ongoing expenses.

The Convertible Note was non-interest bearing and became payable upon the completion of the Business Combination. Under the terms of the Convertible Note, the Sponsor had the option to convert any amounts outstanding under the Convertible Note into warrants to purchase ordinary shares of the Issuer at a conversion price of \$1.00 per warrant. On November 29, 2017, the Sponsor elected to convert all amounts outstanding under the Convertible Note, or an aggregate of \$1,500,000, into 1,500,000 warrants (the “note warrants”). Each note warrant entitles the holder to purchase one ordinary share of the Issuer at an exercise price of \$11.50 per share, commencing 30 days after the completion of the Business Combination, and contains such other terms identical to the private placement warrants. The foregoing description of the Convertible Note is qualified in its entirety by reference to the Convertible Note which is attached hereto as Exhibit 8.

Sponsor Distribution

On November 29, 2017, the Sponsor distributed all of its founder shares, private placement warrants and note warrants to its members, except for 30,221 founder shares which were transferred to the Issuer’s independent directors. Mr. Chu received 4,585,874 founder shares, 8,650,000 private placement warrants and 1,500,000 note warrants pursuant to this distribution in Mr. Chu’s capacity as a member of the Sponsor. As a result, the Sponsor no longer directly or indirectly owned any securities or derivative securities of the Issuer. Immediately prior to this distribution, the Sponsor forfeited 2,048,030 founder shares to the Issuer.

Founder Shares Conversion

On the Closing Date, the founder shares automatically converted into ordinary shares pursuant to the terms of the Issuer’s amended and restated memorandum and articles of association, subject to certain adjustments. The holders of the founder shares entered into a waiver letter on the Closing Date (the “Waiver Agreement”) pursuant to which such holders agreed to waive such conversion adjustment rights with respect to any ordinary shares issuable pursuant to such adjustment in excess of 30,000,000 ordinary shares pursuant to such conversion. The foregoing description of the Waiver Agreement is qualified in its entirety by reference to the Waiver Agreement which is attached hereto as Exhibit 9.

Preferred Voting Agreement

On the Closing Date, GSO Aiguille des Grands Montets Fund II LP (“Aiguille Fund”), GSO COF III AIV-5 LP (“GSO AIV-5”), GSO COF III Co-Investment AIV-5 LP (“GSO COF AIV-5”), GSO Co-Investment Fund-D LP (“GSO D”), GSO Credit Alpha Fund LP (“GSO Alpha”), GSO Churchill Partners LP (“GSO Churchill”), GSO Credit-A Partners LP (“GSO Credit-A”), GSO Harrington Credit Alpha Fund (Cayman) L.P. (“GSO Harrington”), and collectively, with Aiguille Fund, GSO AIV-V, GSO COF AIV-5, GSO D, GSO Alpha, GSO Churchill and GSO Credit-A, the “GSO Funds”), CFS Holdings (Cayman), L.P. and CFS Holdings (Cayman) II, L.P. (the “Blackstone Funds”), Fidelity National Financial, Inc. (“FNF”), Fidelity National Title Insurance Company (“FNTIC”), Chicago Title Insurance Company (“CTIC”), Commonwealth Land Title Insurance Company (“CLTIC”), BilCar, LLC (“BilCar”) and CC Capital entered into a voting agreement (the “Preferred Voting Agreement”), pursuant to which they agreed to vote all of the Issuer’s ordinary shares they own in favor of, and to generally support, any shareholder proposal to convert the Series A Cumulative Convertible Preferred Shares of the Issuer issued to the GSO Funds and preferred shares of the Issuer held by subsidiaries of FNF into ordinary shares. The Preferred Voting Agreement also imposes limits on the parties’ ability to transfer their ordinary shares pending a shareholder vote, and on their ability to participate in tender, exchange or similar offers in certain situations. The foregoing description of the Preferred Voting Agreement is qualified in its entirety by reference to the Preferred Voting Agreement which is attached hereto as Exhibit 10.

By virtue of the Preferred Voting Agreement, CC Capital and BilCar, the GSO Funds, FNF, FNTIC, CTIC and CLTIC (such parties other than the Reporting Persons, the “Other Parties”), which Other Parties are not Reporting Persons on this Schedule 13D, may be deemed to comprise a “group” within the meaning of Section 13(d)(3). As of the date hereof, 13,840,390 ordinary shares and 9,566,667 warrants are directly held by BilCar. Mr. Foley is the manager of BilCar and as such may be deemed to beneficially own all of the securities held directly by BilCar. As of the date hereof, 43,266,906 ordinary shares and 6,250,000 warrants are directly held by the GSO Funds and their affiliates. As of the date hereof, 3,125,000 ordinary shares and 1,500,000 warrants are directly held by FNF. As of the date hereof, 1,170,680 ordinary shares are directly held by FNTIC. As of the date hereof, 9,163,920 ordinary shares are directly held by CTIC. As of the date hereof, 3,272,400 ordinary shares are directly held by CLTIC. The aggregate beneficial ownership of 114,563,020 ordinary shares (including warrants) for such “group” is 47.5%, assuming the exercise of all warrants held by members of the “group.” Each of the Reporting Persons hereby expressly disclaims any beneficial ownership of any securities of the Issuer owned by each of the Other Parties.

Plans or Proposals

The Reporting Persons do not have any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) – (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon or in connection with completion of, or following, any of the actions discussed herein. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer’s financial position and investment strategy, the price levels of the ordinary shares, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, engaging in communications with management and the Board of Directors of the Issuer, engaging in discussions with shareholders of the Issuer or other third parties about the Issuer and the Reporting Persons’ investment, including potential business combinations or dispositions involving the Issuer or certain of its businesses, making recommendations or proposals to the Issuer concerning changes to the capitalization, ownership structure, board structure (including board composition), potential business combinations or dispositions involving the Issuer or certain of its businesses, or suggestions for improving the Issuer’s financial and/or operational performance, purchasing additional ordinary shares and/or warrants, selling some or all of its ordinary shares and/or warrants, engaging in short selling of or any hedging or similar transaction with respect to the ordinary shares, including swaps and other derivative instruments, or changing its intention with respect to any and all matters referred to in Item 4.

ITEM 5. INTEREST OF SECURITIES OF THE ISSUER.

(a) and (b) The information contained on the cover pages to this Schedule 13D is incorporated herein by reference.

(c) Except for the transactions described in Item 4 of this Schedule 13D, the Reporting Persons have not engaged in any transaction during the past 60 days involving ordinary shares of the Issuer.

(d) None.

(e) On November 29, 2017, the Sponsor ceased to be the beneficial owner of more than five percent of the ordinary shares of the Issuer.

Item 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The information set forth in Items 4 and 5 hereof is hereby incorporated by reference into this Item 6, as applicable.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

| Exhibit No. | Description |
|--------------------|---|
| 1 | Securities Subscription Agreement, dated February 29, 2016, between the Sponsor and the Issuer (incorporated by reference to Exhibit 10.7 to the Registration Statement on Form S-1 filed by the Issuer on April 21, 2016 (File No. 333-210854)). |
| 2 | Letter Agreement, dated May 19, 2016, among the Issuer, its officers and directors and the Sponsor (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer on May 25, 2016 (File No. 001-37779)). |
| 3 | Private Placement Warrants Purchase Agreement, dated May 19, 2016, between the Issuer and the Sponsor (incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K filed by the Issuer on May 25, 2016 (File No. 001-37779)). |
| 4 | Registration Rights Agreement, dated May 19, 2016, between the Issuer and the Sponsor (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed by the Issuer on May 25, 2016 (File No. 001-37779)). |
| 5 | Form of Forward Purchase Agreement among the Issuer, the investor listed as the purchaser on the signature page thereof and the Sponsor, as amended (incorporated by reference to Exhibit 10.9 to Amendment No. 1 to the Registration Statement on Form S-1 filed by the Issuer on May 3, 2016 (File No. 333-210854)). |
| 6 | Form of Amendment to Forward Purchase Agreement, dated as of May 24, 2017, by and among the Issuer, the investor listed as the purchaser on the signature page thereof and the Sponsor (incorporated by reference to Exhibit 10.15 to the Quarterly Report on Form 10-Q filed by the Issuer on August 14, 2017 (File No. 001-37779)). |
| 7 | Nominating and Voting Agreement, dated as of November 30, 2017, by and among Blackstone Tactical Opportunities Fund II L.P., Chinh E. Chu, William P. Foley, II and the Issuer (incorporated by reference to Exhibit 10.42 to the Current Report on Form 8-K filed by the Issuer on December 1, 2017 (File No. 001-37779)). |
| 8 | Convertible Promissory Note, dated November 29, 2017, issued to the Sponsor (incorporated by reference to Exhibit 10.45 to the Current Report on Form 8-K filed by the Issuer on December 1, 2017 (File No. 001-37779)). |
| 9* | Waiver Agreement, dated as of November 29, 2017, among the Issuer, CF Capital Growth, LLC and the forward contract parties signatory thereto. |
| 10* | Voting Agreement, dated as of November 30, 2017, by and among Fidelity & Guaranty Life, CF Capital Growth, Fidelity National Financial, Inc., CFS Holdings (Cayman), L.P., CC Capital Management, LLC, BilCar, LLC, Richard N. Massey and James A. Quella. |
| 11* | Joint Filing Agreement by and among the Reporting Persons. |

* Filed herewith.

SIGNATURES

After reasonable inquiry and to the best of his or its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: December 11, 2017

/s/ Chinh E. Chu

Chinh E. Chu

CC CAPITAL MANAGEMENT LLC

/s/ Chinh E. Chu

Chinh E. Chu

Managing Member

CF CAPITAL GROWTH, LLC

/s/ Chinh E. Chu

Chinh E. Chu

Co-Executive Chairman

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Section 2: EX-99.9 (EXHIBIT 9)

Exhibit 9

WAIVER AGREEMENT

This WAIVER AGREEMENT (this "Waiver Agreement") is entered into as of November 29, 2017, between CF Corporation, a Cayman Islands exempted company (the "Company"), CF Capital Growth, LLC, a Delaware limited liability company (the "Sponsor") and each other party listed on the signature pages hereto (each a "Forward Contract Party" and collectively the "Forward Contract Parties" and together with the Sponsor, the "Class B Holders"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Forward Purchase Agreements, dated April 18, 2016, as amended, among the Company, the Sponsor and the Forward Contract Parties (the "Forward Purchase Agreements").

WHEREAS, the Class B Holders own an aggregate of 15,000,000 Class B ordinary shares, par value \$0.0001 per share, of the Company ("Class B Ordinary Shares").

WHEREAS, Article 4.2 of the Company's Amended and Restated Memorandum and Articles of Association (the "Charter") provides that, on the business day following the Business Combination Closing, each Class B Ordinary Share shall automatically convert into such number of Class A Ordinary Shares as is equal to 25% of the sum of (a) the total number of Class A Ordinary Shares issued in connection with the Company's initial public offering, *plus* (b) the sum of (x) the total number of Class A Ordinary Shares issued or deemed issued, or issuable upon the conversion or exercise of any equity-linked securities or rights issued or deemed issued by the Company in connection with such Business Combination (including Forward Purchase Shares, but not Forward Purchase Warrants), excluding any Class A Ordinary Shares or equity-linked securities exercisable for or convertible into Class A Ordinary Shares issued, or to be issued, to any seller in the initial Business Combination and any Private Placement Warrants issued to the Sponsor upon conversion of loans to the Company previously made by the Sponsor, *minus* (c) the total number of Public Shares repurchased pursuant to the IPO Repurchase (as defined in the Charter) (the "Conversion Rights Provision");

WHEREAS, on May 24, 2017, the Company, FGL US Holdings Inc., a Delaware corporation and indirect, wholly owned subsidiary of the Company ("Parent"), FGL Merger Sub Inc., a Delaware corporation and direct, wholly owned subsidiary of Parent ("Merger Sub"), and Fidelity & Guaranty Life, a Delaware corporation ("FGL"), entered into that certain Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which, among other things, Merger Sub will merge with and into FGL and FGL will continue as the surviving corporation and indirect, wholly owned subsidiary of the Company, on the terms and subject to the conditions set forth therein (the "FGL Business Combination");

WHEREAS, under the Charter, the FGL Business Combination will trigger the Conversion Rights Provision;

WHEREAS, Section 5(b)(2) of the Forward Purchase Agreements, provides that if, in connection with the Business Combination Closing, the Sponsor agrees to forfeit any Class B Shares to the Company at no cost or subject its Class B Ordinary Shares to contractual terms or restrictions, convert its Class B Ordinary Shares into other securities or contractual rights or otherwise modify the terms of its Class B Ordinary

Shares (each a "Class B Change"), then, provided that the Sponsor is not being issued any other equity or equity-related securities or other items of value in the Business Combination in consideration for such forfeiture or Class B Change that are not also being issued to the Forward Contract Parties on a pro rata basis, subject to certain exceptions, each Forward Contract Party agrees to forfeit, subject, convert or modify its Class B Shares on a pro rata basis and on the same terms as the Sponsor, and grants to the Company and any representative designated by the Company without further action by the Forward Contract Party a limited irrevocable power of attorney to effect such forfeiture or Class B Change on behalf of such Forward Contract Party, which power of attorney shall be deemed to be coupled with an interest; and

WHEREAS, in connection with the FGL Business Combination, the parties hereto desire that the Class B Holders irrevocably waive their rights under Article 4.2 of the Charter with respect to any Class A Ordinary Shares otherwise issuable upon conversion pursuant to the Conversion Rights Provision in excess of 30,000,000 Class A Ordinary Shares (the "Excess Shares").

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. Waiver.

(a) The Class B Holders hereby irrevocably and unconditionally relinquish and waive (the “Waiver”) any and all rights, title and interest each of them has or will have under Article 4.2 of the Charter to receive Excess Shares upon conversion of the Class B Ordinary Shares in connection with the closing of the FGL Business Combination.

(b) The Class B Holders acknowledge and agree that, to the extent they receive any Excess Shares as a result of any conversion of Class B Ordinary Shares, the Class B Holders hereby surrender such shares to the Company for cancellation, and no consideration shall be payable to the Class B Holders in connection therewith.

Section 2. Successors and Assigns. The parties hereto acknowledge and agree that the terms of this Waiver Agreement are binding on and shall inure to the benefit of such party’s beneficiaries, heirs, legatees and other statutorily designated representatives. The Class B Holders also understand that this Waiver Agreement, once executed, is irrevocable and binding, and if the Class B Holders transfers, sells or otherwise assigns any Class B Ordinary Shares held by it as of the date of this Agreement, the transferee of such Class B Ordinary Shares shall be bound by the terms of this Waiver Agreement as if such transferee were a party hereto. Any Class B Holder that desires to transfer, sell or otherwise assign any Class B Ordinary Shares shall, in addition to any other existing obligations or restrictions applicable to such proposed transfer, sale or assignment that may exist, provide the proposed transferee with a copy of this Waiver Agreement and obtain from such proposed transferee a written acknowledgment that such proposed transferee acknowledges and agrees to the Waiver and the other matters set forth in this Waiver Agreement.

Section 3. Authorization; Enforcement. Each of the parties hereto represents that (a) it has the requisite corporate power or legal capacity, as applicable, and authority to enter into, deliver and perform its obligations under this Waiver Agreement, (b) this Waiver Agreement has been duly authorized, executed and delivered by such party and (c) this Waiver Agreement is enforceable against it in accordance with its terms.

Section 4. Effect of this Waiver Agreement on Charter. The Charter, as affected hereby, shall remain in full force and effect. The Waiver contained in this Waiver Agreement shall not constitute a waiver of any other provision of the Charter, except as expressly provided herein with respect to Article 4.2.

Section 5. Counterparts. This Waiver Agreement may be executed in two (2) or more counterparts (including by electronic means), all of which shall be considered one and the same agreement and shall become effective when signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Section 6. Governing Law; Venue; Waiver of Jury Trial.

(a) This Waiver Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Waiver Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Waiver Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(b) THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT IN THE STATE OF DELAWARE, THE DELAWARE COURT OF CHANCERY AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF DELAWARE SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS WAIVER AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS WAIVER AGREEMENT AND IN RESPECT OF THE BUSINESS COMBINATION CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS WAIVER AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A DELAWARE STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN SUCH MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS WAIVER AGREEMENT OR THE BUSINESS COMBINATION CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS WAIVER AGREEMENT OR THE BUSINESS COMBINATION CONTEMPLATED BY THIS WAIVER AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS WAIVER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 6.

[signature page follows]

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

CF CORPORATION

By: /s/ Chinh E. Chu

Name: Chinh E. Chu

Title: Co-Executive Chairman and Director

CF CAPITAL GROWTH, LLC

By: CC Capital Management, LLC, its member

By: /s/ Chinh E. Chu

Name: Chinh E. Chu

Title: Sole Member

[Signature Page to Waiver Agreement]

FORWARD CONTRACT PARTIES:

CFS HOLDINGS (CAYMAN), L.P.
CORAL BLUE INVESTMENT PTE. LTD.
EAST ROCK LORELEI FUND, LP
EAST ROCK SIMCO ENDOWMENT FUND, LP
EAST ROCK DJMD FUND, LP
EAST ROCK FOCUS FUND, LP
EREF SPECIAL SITUATIONS, LLC
SENATOR GLOBAL OPPORTUNITY MASTER FUND LP
QUANTUM PARTNERS LP
CANYON VALUE REALIZATION FUND, L.P.
THE CANYON VALUE REALIZATION MASTER FUND, L.P.
ARCADIA CF CORP INVESTORS, LLC
111510 INVESTMENT HOLDINGS, LLC
91313 INVESTMENT HOLDINGS, LLC
SILAS HOLDINGS I, LLC
DOGFISH HEAD INVESTMENTS
KENNETH CHOI
MARK CLEERE
MONTE BAIER
WARREN WOO
CFIC-2015 NV FAMILY INVESTMENTS, LLC
DAVID A. LANDSBERG TRUST
FENG LUO
JAYE YOUNG
LEONARD YIP
CALIFORNIA INSTITUTE OF TECHNOLOGY
CORVEX MASTER FUND LP
WORTH CAPITAL HOLDINGS 21 LLC
RADIO DAZE LLC
CFC 2016-A, LLC
JAMES QUELLA
SHEA – CF PARTNERS
THOMAS HAGERTY
KEITH ABELL
FOREST HILLS – CF CORP LLC
FRANK MARTIRE JR. REVOCABLE TRUST U/A/D
4/28/05
GREENTHAL REALTY PARTNERS LP
CC CAPITAL MANAGEMENT LLC
BILCAR, LLC

By: /s/ Chinh E. Chu
Name: Chinh E. Chu
Title: Attorney-in-Fact

[Signature Page to Waiver Agreement]

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Section 3: EX-99.10 (EXHIBIT 10)

Exhibit 10

EXECUTION VERSION

VOTING AGREEMENT

GSO COF III AIV-5 LP, GSO COF III CO-INVESTMENT AIV-5 LP, GSO CO-INVESTMENT
FUND-D LP, GSO CREDIT ALPHA FUND LP, GSO AIGUILLE DES GRANDS MONTETS
FUND II LP, GSO CHURCHILL PARTNERS LP, GSO CREDIT-A PARTNERS LP, GSO
HARRINGTON CREDIT ALPHA FUND (CAYMAN) L.P.
345 PARK AVENUE
NEW YORK, NEW YORK 10154

FIDELITY NATIONAL TITLE INSURANCE COMPANY, CHICAGO TITLE INSURANCE
COMPANY, COMMONWEALTH LAND TITLE INSURANCE COMPANY
601 RIVERSIDE AVENUE
JACKSONVILLE, FLORIDA 32204

NOVEMBER 30, 2017

Ladies and Gentlemen:

The undersigned, each of whom will become a shareholder of FGL Holdings, a Cayman Islands exempted corporation (the "Company") as of the Closing, hereby acknowledges that the Company and GSO COF III AIV-5 LP, GSO COF III Co-Investment AIV-5 LP, GSO Co-Investment Fund-D LP, GSO Credit Alpha Fund LP, GSO Aiguille des Grands Montets Fund II LP, GSO Churchill Partners LP, GSO Credit-A Partners LP and GSO Harrington Credit Alpha Fund (Cayman) L.P. (collectively, the "GSO Purchasers") and Fidelity National Title Insurance Company, Chicago Title Insurance Company and Commonwealth Land Title Insurance Company (the "FNF Purchasers", together with the GSO Purchasers, the "Purchasers") are concurrently entering into an Investment Agreement, dated as of the date hereof (as it may be amended from time to time, the "Investment Agreement"), pursuant to which the Company will issue Preferred Shares and Ordinary Shares to the Purchasers. Capitalized terms used in this voting agreement ("Agreement") but not defined herein are to be deemed to have the meanings assigned to them in the Investment Agreement.

The undersigned further acknowledge that the undersigned will benefit directly and substantially from the consummation of the Investment. As an inducement to and condition of the Purchasers' willingness to enter into the Investment Agreement, the undersigned hereby agrees, represents and warrants, in respect of itself only, as follows:

1. *Owned Shares.* The undersigned owns, or will own as of the Closing (of record or beneficially), and has or will have the full power and authority to vote, the number of Ordinary Shares set forth opposite its name on Annex A (the "Owned Shares") in respect of the Shareholder Proposals (as defined below). For all purposes of this Agreement, the Owned Shares will include any Ordinary Shares as to which the undersigned acquires beneficial ownership after the date hereof.

2. *Agreement to Vote Owned Shares.* The undersigned irrevocably and unconditionally agrees to vote all of its Owned Shares (or otherwise provide a proxy or consent) in favor of, and will otherwise support any proposal for (i) the conversion of the Preferred Shares into Ordinary Shares for purposes of Section 312.03 of the NYSE Listed Company Manual or any equivalent rule of the stock exchange on which the Company's Ordinary Shares are listed from time to time and (ii) the amendment of the Company's Articles of Association such that they comply with the provisions of Section 313.00(C) of the NYSE Listed Company Manual regarding the right to elect directors upon default of dividend payments for six quarterly periods or any equivalent rule of any stock exchange on which the Ordinary Shares are listed from time to time (the "Shareholder Proposals") at any meeting of the shareholders of the Company called therefor.

3. *Transfer of Owned Shares.* From and after the date hereof until the earlier of (x) any vote held in respect of the Shareholder Proposals and (y) the first FGL Holdings shareholder meeting to occur (together, the “Time Limitation”), the undersigned agrees that the undersigned will not, without the prior written consent of the Purchasers, directly or indirectly, sell, transfer, pledge, assign or otherwise dispose of, or enter into any contract, option, commitment or other arrangement or understanding with respect to the sale, transfer, pledge, assignment or other disposition of, any of the Owned Shares, unless it receives (a) an irrevocable proxy, in form and substance identical to the provisions of Section 2 hereof, to vote such Owned Shares with respect to the Shareholder Proposals, and the undersigned will vote such proxy as provided in Section 2 hereof and (b) an agreement identical in all material respects to this letter agreement executed by the transferee of the Owned Shares the subject thereof, *provided*, that the undersigned agrees that the Time Limitation shall not apply to any transfer of any of the Owned Shares in a private sale.

4. *Tender Offer.* From and after the date hereof, for so long as any GSO Purchasers owns Series A Preferred Shares or FNF Purchasers owns Series B Preferred Shares, the undersigned shall not directly or indirectly: (i) offer for tender or enter into any contract, option or other arrangement or understanding with respect to or consent to the offer for tender any or all of its Owned Shares or any interest therein, (ii) grant any proxies or powers of attorney, deposit any or all of its Owned Shares into a voting trust or enter into a voting agreement with respect to its Owned Shares, other than this Agreement, (iii) vote in favor of any proposal, or (iv) enter into any agreement or arrangement providing for any of the actions described in clause (i) or (ii) above; in each case, in respect of a transaction that would result in a Change of Control (as defined in the Series A Certificate of Designations and the Series B Certificate of Designations) and with respect to which the provisions of Section 12(c) of each of the Series A Certificate of Designations and Series B Certificate of Designations have not been complied.

5. *Further Assurances.* Subject to the terms and conditions set forth herein, the undersigned will take all reasonable actions and make all reasonable efforts, and will execute and deliver all such further documents, certificates and instruments, in order to consummate the transactions contemplated hereby and by the Investment Agreement, including, without limitation, the agreement of the undersigned to vote the Owned Shares in accordance with Section 2 hereof.

6. *Specific Performance.* The undersigned acknowledges that Purchasers would be irreparably harmed by and that there would be no adequate remedy at law for a violation by the undersigned hereof. Without limiting other remedies, Purchasers shall have the right to enforce this letter agreement by specific performance or injunctive relief. The undersigned agrees not to oppose the granting of such relief on the basis that Purchasers has an adequate remedy at law and to pay any fees that Purchasers may incur in enforcing this letter agreement. The undersigned also agrees not to seek and to waive any requirement for the securing or posting of a bond in connection with Purchasers seeking or obtaining such relief.

7. *Assignment.* This letter agreement will not be assignable by operation of law or otherwise (any attempted assignment in contravention hereof being null and void); *provided* that a Purchaser may assign its rights and obligations under this letter agreement as provided in the Investment Agreement.

8. *Termination of this Agreement.* This letter agreement will automatically terminate upon the termination of the Investment Agreement in accordance with its terms, except that termination will not relieve the undersigned from liability for any prior breach by the undersigned of this letter agreement.

9. *Governing Law.* **This letter agreement will be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State.** The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan, State of New York for any actions, suits or proceedings arising out of or relating to this letter agreement.

10. *Waiver of Jury Trial.* **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

11. *Counterparts and Facsimile.* For the convenience of the parties hereto, this letter agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Executed signature pages to this letter agreement may be delivered by email and such emails will be deemed as sufficient as if actual signature pages had been delivered.* *

Very truly yours,

GSO COF III AIV-5 LP

By: GSO Capital Opportunities Associates III LLC,
its general partner

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

GSO COF III CO-INVESTMENT AIV-5 LP

By: GSO COF III Co-Investment Associates LLC,
its general partner

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

GSO CO-INVESTMENT FUND-D LP

By: GSO Co-Investment Fund-D Associates LLC,
its general partner

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

GSO CREDIT ALPHA FUND LP

By: GSO Credit Alpha Associates LLC,
its general partner

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

GSO AIGUILLE DES GRANDS MONTETS FUND II LP

By: GSO Capital Partners LP,
its attorney-in-fact

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

GSO CHURCHILL PARTNERS LP

By: GSO Churchill Associates LLC,
its general partner

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

[Signature Page to Voting Agreement]

GSO CREDIT-A PARTNERS LP

By: GSO Capital Partners LP,
its investment manager

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

GSO HARRINGTON CREDIT ALPHA FUND (CAYMAN) L.P.

By: GSO Harrington Credit Alpha Associates L.L.C.,
its general partner

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

[Signature Page to Voting Agreement]

Accepted as of the day and year first above written:

CFS HOLDINGS (CAYMAN), L.P.

By: CFS Holdings (Cayman)
Manager, L.L.C., its general partner

By: /s/ Menes O. Chee

Name: Menes O. Chee

Title: Authorized Signatory

CFS HOLDINGS II (CAYMAN), L.P.

By: CFS Holdings II (Cayman)
Manager, L.L.C., its general partner

By: /s/ Menes O. Chee

Name: Menes O. Chee

Title: Authorized Signatory

[Signature Page to Voting Agreement]

Accepted as of the day and year first above written:

FIDELITY NATIONAL FINANCIAL, INC.

By: /s/ Michael L. Gravelle

Name: Michael L. Gravelle

Title: Executive Vice President, General Counsel and Corporate Secretary

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: /s/ Michael L. Gravelle

Name: Michael L. Gravelle

Title: Executive Vice President, General Counsel and Corporate Secretary

CHICAGO TITLE INSURANCE COMPANY

By: /s/ Michael L. Gravelle

Name: Michael L. Gravelle

Title: Executive Vice President, General Counsel and Corporate Secretary

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: /s/ Michael L. Gravelle

Name: Michael L. Gravelle

Title: Executive Vice President, General Counsel and Corporate Secretary

[Signature Page to Voting Agreement]

Accepted as of the day and year first above written:

CC CAPITAL MANAGEMENT, LLC

By: /s/ Chinh E. Chu

Name: Chinh E. Chu

Title: Managing Member

[Signature Page to Voting Agreement]

Accepted as of the day and year first above written:

BILCAR, LLC

By: /s/ William P. Foley, II

Name: William P. Foley, II

Title: Manager

[Signature Page to Voting Agreement]

**Annex A
Owned Shares**

| <u>Party</u> | <u>Ordinary Shares</u> |
|--|------------------------|
| CFS Holdings (Cayman), L.P. | 14,628,906 |
| CFS Holdings II (Cayman), L.P. | 22,500,000 |
| Fidelity National Financial, Inc. | 125,000 |
| Fidelity National Title Insurance Company | 4,170,680 |
| Chicago Title Insurance Company | 9,163,920 |
| Commonwealth Land Title Insurance Company | 3,272,400 |
| CC Capital Management, LLC | 13,840,390 |
| BilCar, LLC | 13,840,390 |
| GSO COF III AIV-5 LP | 4,147,302 |
| GSO COF III Co-Investment AIV-5 LP | 1,442,118 |
| GSO Co-Investment Fund-D LP | 50,912 |
| GSO Credit Alpha Fund LP | 165,079 |
| GSO Aiguille des Grands Montets Fund II LP | 142,111 |
| GSO Churchill Partners LP | 52,541 |
| GSO Credit-A Partners LP | 113,921 |
| GSO Harrington Credit Alpha Fund (Cayman) L.P. | 24,016 |

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Section 4: EX-99.11 (EXHIBIT 11)

Exhibit 11

JOINT FILING AGREEMENT

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the "Exchange Act") the undersigned hereby agree to the joint filing on behalf of each of them of any filing required by such party under Section 13 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with respect to securities of FGL Holdings, a Cayman Islands exempted company, and further agree to the filing, furnishing, and/or incorporation by reference of this Agreement as an exhibit thereto. Each of them is responsible for the timely filing of such filings and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate. This Agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

Dated: December 11, 2017

/s/ Chinh E. Chu

Chinh E. Chu

CC CAPITAL MANAGEMENT LLC

/s/ Chinh E. Chu

Chinh E. Chu

Managing Member

CF CAPITAL GROWTH, LLC

/s/ Chinh E. Chu

Chinh E. Chu

Co-Executive Chairman

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