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

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934\*  
(Amendment No. 2)**

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**FGL Holdings**

(Name of Issuer)

**Ordinary Shares**  
(Title of Class of Securities)

**G3402M 102**  
(CUSIP Number)

**John G. Finley**  
**The Blackstone Group Inc.**  
**345 Park Avenue**  
**New York, NY 10154**  
**(212) 583-5000**

**Marisa Beeney**  
**GSO Capital Partners LP**  
**345 Park Avenue**  
**New York, NY 10154**  
**(212) 503-2100**

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

**February 7, 2020**

(Date of Event which Requires Filing of this Statement)

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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:

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**NOTE:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7 for other parties to whom copies are to be sent.

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

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

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SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS	
	CFS Holdings (Cayman), L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands, British West Indies	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  16,620,850
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  16,620,850
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  16,620,850	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  7.5%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  CFS Holdings II (Cayman), L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands, British West Indies	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  22,500,000
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  22,500,000
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  22,500,000	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  10.2%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  CFS Holdings (Cayman) Manager L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands, British West Indies	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  39,120,850
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  39,120,850
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  39,120,850	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  17.6%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS	
	Blackstone Tactical Opportunities LR Associates-B (Cayman) Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands, British West Indies	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  39,120,850
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  39,120,850
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  39,120,850	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  17.6%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  Blackstone Holdings III L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Quebec, Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  39,120,850
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  39,120,850
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  39,120,850	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  17.6%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS	
	Blackstone Holdings III GP L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  39,120,850
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  39,120,850
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  39,120,850	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  17.6%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  Blackstone Holdings III GP Management L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  39,120,850
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  39,120,850
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  39,120,850	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  17.6%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	



SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO Aiguille des Grands Montets Fund II LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Ontario, Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  142,111
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  142,111
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  142,111	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.1%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO COF III AIV-5 LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands, British West Indies	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  4,147,302
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  4,147,302
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  4,147,302	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.9%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO COF III Co-Investment AIV-5 LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands, British West Indies	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  1,442,118
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  1,442,118
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,442,118	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.7%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO Co-Investment Fund-D LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  50,912
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  50,912
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  50,912	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  Less than 0.1%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS	
	GSO Credit Alpha Fund LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  165,079
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  165,079
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  165,079	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.1%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO Churchill Partners LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands, British West Indies	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  52,541
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  52,541
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  52,541	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  Less than 0.1%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO Credit-A Partners LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  113,921
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  113,921
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  113,921	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.1%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS	
	GSO Harrington Credit Alpha Fund (Cayman) L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands, British West Indies	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  24,016
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  24,016
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  24,016	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  Less than 0.1%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	



SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO Capital Partners LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  142,111
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  142,111
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  142,111	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.1%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO Advisor Holdings L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  142,111
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  142,111
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  142,111	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.1%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO Capital Opportunities Associates III LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  4,147,302
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  4,147,302
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  4,147,302	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  1.9%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS GSO COF III Co-Investment Associates LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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 1,442,118
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 1,442,118
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,442,118	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.7%	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS GSO Co-Investment Fund-D Associates LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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 50,912
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 50,912
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 50,912	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 0.1%	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO Credit Alpha Associates LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  165,079
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  165,079
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  165,079	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.1%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS	
	GSO Churchill Associates LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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 52,541
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 52,541
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 52,541	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 0.1%	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS GSO Credit-A Associates LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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 113,921
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 113,921
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 113,921	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.1%	
14	TYPE OF REPORTING PERSON (See Instructions) OO	



SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO Harrington Credit Alpha Associates L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  24,016
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  24,016
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  24,016	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  Less than 0.1%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  GSO Holdings I L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  5,995,889
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  5,995,889
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,995,889	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  2.7%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS	
	Blackstone Holdings I L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  142,111
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  142,111
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  142,111	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.1%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS	
	Blackstone Holdings II L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  5,995,889
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  5,995,889
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,995,889	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  2.7%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS	
	Blackstone Holdings I/II GP L.L.C. (f/k/a Blackstone Holdings I/II GP Inc.)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  6,138,000
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  6,138,000
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  6,138,000	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  2.8%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  The Blackstone Group Inc. (f/k/a The Blackstone Group L.P.)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  45,289,666
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  45,289,666
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  45,289,666	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  20.4%	
14	TYPE OF REPORTING PERSON (See Instructions)  CO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS	
	Blackstone Group Management L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  45,289,666
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  45,289,666
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  45,289,666	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  20.4%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS	
	Stephen A. Schwarzman	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  45,289,666
	8	SHARED VOTING POWER  0
	9	SOLE DISPOSITIVE POWER  45,289,666
	10	SHARED DISPOSITIVE POWER  0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  45,289,666	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  20.4%	
14	TYPE OF REPORTING PERSON (See Instructions)  IN	



SCHEDULE 13D

CUSIP No. G3402M102

1	NAMES OF REPORTING PERSONS  Bennett J. Goodman	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDING 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  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 IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.0%	
14	TYPE OF REPORTING PERSON (See Instructions)  IN	

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## Explanatory Note

This Amendment No. 2 (“Amendment No. 2”) to Schedule 13D amends the initial statement on Schedule 13D filed on December 11, 2017, as amended by Amendment No.1 filed on October 5, 2018 (as amended by Amendment No. 1, the “Schedule 13D”). This Amendment No. 2 reflects, among other things, the conversion of The Blackstone Group L.P., a Delaware limited partnership, into a Delaware corporation named The Blackstone Group Inc., and the conversion of Blackstone Holdings I/II GP Inc., a Delaware corporation, into a Delaware limited liability company named Blackstone Holdings I/II GP L.L.C., each of which became effective on July 1, 2019. Capitalized terms used but not defined in this Amendment No. 2 shall have the same meanings ascribed to them in the Schedule 13D.

### Item 2. Identity and Background

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

(a) and (b) Each of the following is hereinafter individually referred to as a “Reporting Person” and collectively as the “Reporting Persons”. This statement is filed on behalf of:

- (i) CFS Holdings (Cayman), L.P., which is a Cayman Islands limited partnership (“CFS I”), and CFS Holdings (Cayman) II, L.P., which is a Cayman Islands limited partnership (“CFS 2”, and collectively with CFS I, the “Blackstone Funds”);
- (ii) CFS Holdings (Cayman) Manager L.L.C., which is a Cayman exempted company (“CFS Cayman Manager”); Blackstone Tactical Opportunities LR Associates-B (Cayman) Ltd., which is a Cayman Islands exempted company (“BTO Cayman”); Blackstone Holdings III L.P., which is a limited partnership formed in Quebec, Canada (“Blackstone Holdings III”); Blackstone Holdings III GP L.P., which is a Delaware limited partnership (“Blackstone Holdings III GP”); Blackstone Holdings III GP Management L.L.C., which is a Delaware limited liability company (“Blackstone Holdings III LLC”, and collectively, with CFS Cayman Manager, BTO Cayman, Blackstone Holdings III, Blackstone Holdings III GP, Blackstone Holdings III LLC and the Blackstone Funds, the “Blackstone Entities”, and the Blackstone Entities together with the Blackstone Topco Entities (as defined below), the “Blackstone Persons”);
- (iii) GSO Aiguille des Grands Montets Fund II LP, which is an Ontario, Canada limited partnership (“Aiguille Fund”), GSO COF III AIV-5 LP, which is a Cayman Islands limited partnership (“GSO AIV-5”); GSO COF III Co-Investment AIV-5 LP, which is a Cayman Islands limited partnership (“GSO COF AIV-5”); GSO Co-Investment Fund-D LP, which is a Delaware limited partnership (“GSO D”); GSO Credit Alpha Fund LP, which is a Delaware limited partnership (“GSO Alpha”); GSO Churchill Partners LP, which is a Cayman Islands limited partnership (“GSO Churchill”); GSO Credit-A Partners LP, which is a Delaware limited partnership (“GSO Credit-A”); GSO Harrington Credit Alpha Fund (Cayman) L.P., which is a Cayman Islands limited partnership (“GSO Harrington”, collectively, with Aiguille Fund, GSO AIV-V, GSO COF AIV-5, GSO D, GSO Alpha, GSO Churchill and GSO Credit-A, the “GSO Funds”);
- (iv) GSO Advisor Holdings L.L.C., which is a Delaware limited liability company (“GSO Holdings”), Blackstone Holdings I L.P., which is a Delaware limited partnership (“Blackstone Holdings I”), Blackstone Holdings II L.P., which is a Delaware limited partnership (“Blackstone Holdings II”), and Blackstone Holdings I/II GP L.L.C. (f/k/a Blackstone Holdings I/II GP Inc.), which is a Delaware limited liability company (“Blackstone Holdings I/II GP”, and collectively, GSO Holdings, Blackstone Holdings I and Blackstone Holdings II, the “Blackstone Holdings Entities”);

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- (v) GSO Capital Partners LP, which is a Delaware limited partnership (“GSO Partners”), GSO Capital Opportunities Associates III LLC, which is a Delaware limited liability company (“GSO III LLC”), GSO COF III Co-Investment Associates LLC, which is a Delaware limited liability company (“GSO COF AIV-5 LLC”), GSO Co-Investment Fund-D Associates LLC, which is a Delaware limited liability company (“GSO D LLC”), GSO Credit Alpha Associates LLC, which is a Delaware limited liability company (“GSO Alpha LLC”), GSO Churchill Associates LLC, which is a Delaware limited liability company (“GSO Churchill LLC”), GSO Credit-A Associates LLC, which is a Delaware limited liability company (“GSO Credit-A LLC”), GSO Harrington Credit Alpha Associates L.L.C., which is a Delaware limited liability company (“GSO Harrington LLC”), GSO Holdings I L.L.C., which is a Delaware limited liability company (“GSO Holdings I”), and collectively, with GSO Partners, GSO III LLC, GSO COF AIV-5 LLC, GSO D LLC, GSO Alpha LLC, GSO Churchill LLC, GSO Credit-A LLC, GSO Harrington LLC, the GSO Funds and the Blackstone Holdings Entities, the “GSO Entities”);
  - (vi) The Blackstone Group Inc. (f/k/a The Blackstone Group L.P.), a Delaware corporation (“Blackstone”); and Blackstone Group Management L.L.C., which is a Delaware limited liability company (“Blackstone Management”) and collectively, with Blackstone, the “Blackstone Topco Entities”);
  - (vii) Stephen A. Schwarzman, who is a United States citizen; and
  - (viii) Bennett J. Goodman, who is a United States citizen.

The principal business address of each of the Blackstone Entities, the Blackstone Holdings Entities, the Blackstone Topco Entities and Mr. Schwarzman is c/o The Blackstone Group, 345 Park Avenue, New York, NY 10154. The principal business address of each of the GSO Entities, other than the Blackstone Holdings Entities, and Mr. Goodman is c/o GSO Capital Partners LP, 345 Park Avenue, New York, New York 10154.

Information regarding each director and executive officer of The Blackstone Group Inc. is set forth on Schedule 1 attached hereto.

(c) The principal business of CFS 1 is performing the functions of owning securities of the Issuer. The principal business of CFS 2 is performing the functions of owning securities of the Issuer. The principal business of CFS Cayman Manager is performing the functions of, and serving as, the general partner of CFS 1 and CFS 2. The principal business of BTO Cayman is performing the functions of, and serving as, the managing member of CFS Cayman Manager. The principal business of Blackstone Holdings III is performing the functions of, and serving as, the controlling shareholders of BTO Cayman and as the managing member (or similar position) and member or equity holder in other affiliated Blackstone entities. The principal business of Blackstone Holdings III GP is performing the functions of, and serving as, the general partner of Blackstone Holdings III and other affiliated Blackstone entities. The principal business of Blackstone Holdings III LLC is performing the functions of, and serving as, the general partner of Blackstone Holdings III GP and other affiliated Blackstone entities.

The principal business of the GSO Funds is investing in both public and private non-investment grade and non-rated securities, including leveraged loans, high yield bonds, distressed securities, second lien loans, mezzanine securities, equity securities, credit derivatives and other investments. The principal business of GSO Partners is serving as the investment manager or adviser of the GSO Funds and other affiliated entities. The principal business of GSO Holdings is performing the functions of, and serving as, the special limited partner of GSO Partners with the investment and voting power over the securities beneficially owned by GSO Partners. The principal business of Blackstone Holdings I is performing the functions of, and serving as, a managing member (or similar position) of and member or equity holder in each of GSO Holdings I and GSO Holdings and other affiliated Blackstone entities. The principal business of Blackstone Holdings II is performing the functions of, and serving as, a managing member (or similar position) of and member or equity holder in GSO Holdings I and other affiliated Blackstone entities. The principal business of Blackstone Holdings I/II GP is performing the functions of, and serving as, the general partner (or similar position) of Blackstone Holdings I, Blackstone Holdings II and other affiliated Blackstone entities.

The principal business of Blackstone is performing the functions of, and serving as, the sole member of Blackstone Holdings III LLC, Blackstone Holdings I/II GP, and in a similar capacity for other affiliated Blackstone entities. The principal business of Blackstone Management is performing the functions of, and serving as, the sole holder of the Class C common stock of Blackstone. The principal occupation of Mr. Schwarzman is serving as an executive of Blackstone and Blackstone Management.

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(d) During the last five years, none of the Reporting Persons, or, to the best knowledge of the Reporting Persons, any of the other persons set forth on Schedule I attached hereto, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any of the other persons set forth on Schedule I attached hereto, 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) See Items 2(a)-(b) above for place of organization or citizenship of each of the Reporting Persons.

#### **Item 4. Purpose of Transaction**

Item 4 of the Schedule 13D is hereby supplemented as follows:

##### Merger Agreement

On February 7, 2020, the Issuer entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Fidelity National Financial, Inc., a Delaware corporation (“Parent”), F I Corp., a Cayman Islands exempted company and wholly owned subsidiary of Parent (“Merger Sub I”), and F II Corp., a Cayman Islands exempted company and wholly owned subsidiary of Parent (“Merger Sub II”), pursuant to which, among other things, Parent has agreed to acquire, subject to the terms and conditions of the Merger Agreement, all of the outstanding Ordinary Shares in exchange for \$12.50 per Ordinary Share payable in cash, common stock, par value \$0.0001 per share, of Parent (“Parent Common Stock”), or a combination of cash and Parent Common Stock (the “Merger”).

##### Series A Preferred Share Purchase Agreement

Simultaneously, and in connection with, the execution of the Merger Agreement, Parent entered into a Series A Preferred Share Purchase Agreement, dated as of February 7, 2020 (the “Series A Preferred Share Purchase Agreement”), with 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. (the “Series A Selling Stockholders”), pursuant to which Parent has agreed to acquire, subject to the terms and conditions of the Series A Preferred Share Purchase Agreement, all of the Series A Cumulative Convertible Preferred Shares of the Issuer held by the Series A Selling Stockholders in exchange for cash in an amount equal to the Liquidation Preference (as defined in the Series A Certificate of Designation) in respect of such Series A Cumulative Convertible Preferred Shares as of the closing of the transactions contemplated by the Merger Agreement.

##### Voting Agreements

Simultaneously, and in connection with, the execution of the Merger Agreement, Issuer and Parent entered into voting agreements, dated as of February 7, 2020 (the “Voting Agreements”), with CFS Holdings (Cayman) L.P. and CFS Holdings II (Cayman) L.P. (the “Ordinary Shares Selling Stockholders”) and the Series A Selling Stockholders (together, the “Voting Stockholders”). Subject to the terms and conditions set forth in the Voting Agreements, the Voting Stockholders have agreed to vote those Ordinary Shares, and the Series A Selling Stockholders have agreed to give their consent with respect to the Series A Preferred Shares, of which they have beneficial ownership in favor of the adoption of the Merger Agreement and against any action or agreement that is recommended against by the Company Special Committee and that would reasonably be expected to impede, frustrate, interfere with, delay, postpone or adversely affect the consummation of the Merger and the other transactions contemplated by the Merger

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Agreement. The Voting Agreements terminate upon the earlier of (i) the Outside Termination Date set forth in the Merger Agreement, being November 7, 2020 (as may be extended pursuant to the terms of the Merger Agreement), (ii) the closing of the transactions contemplated by the Merger Agreement, (iii) the termination of the Merger Agreement in accordance with its terms, (iv) with respect to any Voting Stockholder, the mutual written agreement of such Voting Stockholder and Parent, and (v) with respect to any Voting Stockholder, on the provision of written notice by such Voting Stockholder within 10 business days of any amendment to the Merger Agreement that (A) would require approval of the holders of Ordinary Shares and (B) is an amendment that has certain adverse effects specified in the Voting Agreements on the Voting Stockholder, such that the Voting Stockholder would not be required to vote in favor of the adoption of the Merger Agreement.

The purpose of the transactions contemplated by the Merger Agreement, Series A Preferred Share Purchase Agreement and Voting Agreements is to combine the business of the Issuer with the business of Parent.

The transactions contemplated by the Merger Agreement, Series A Preferred Share Purchase Agreement and Voting Agreements will, if consummated in accordance with their terms, result in certain or all of the actions contemplated by subparagraphs (a)-(j) of Item 4 of Schedule 13D, including, without limitation, (i) an extraordinary corporate transaction of the Issuer, (ii) the cessation of existing directors of the Issuer as directors of the Issuer and changes in management of the Issuer, (iii) material changes in the capitalization, dividend policy and corporate structure of the Issuer, (iv) the cessation of the Issuer's status as a publicly listed company, and (v) termination of the Issuer's Common Stock registration under the Act.

The forgoing descriptions of the Series A Preferred Share Purchase Agreement and the Voting Agreements do not purport to be complete and are qualified in their entirety by reference to the Voting Agreements and the Series A Preferred Share Purchase Agreement, copies of which are filed as Exhibit N, Exhibit O and Exhibit P hereto and are hereby incorporated into this Item 4 by reference.

#### **Item 5. Interest in Securities of the Issuer.**

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

(a) and (b) Calculations of the percentage of Ordinary Shares beneficially owned assumes that there 221,660,974 Ordinary Shares outstanding as of November 2, 2019, as reported by the Issuer in its quarterly report on Form 10-Q filed on November 6, 2019.

The aggregate number and percentage of Ordinary Shares beneficially owned by each Reporting Person and, for each Reporting Person, the number of shares as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition are set forth on rows 7 through 11 and row 13 of the cover pages of this Schedule 13D and are incorporated herein by reference.

As of the date hereof, 16,620,850 Ordinary Shares are directly held by CFS 1, 22,500,000 Ordinary Shares are directly held by CFS 2, 142,111 Ordinary Shares are directly held by Aiguille Fund, 4,147,302 Ordinary Shares are directly held by GSO AIV-5, 1,442,118 Ordinary Shares are directly held by GSO COF AIV-5, 50,912 Ordinary Shares are directly held by GSO D, 165,079 Ordinary Shares are directly held by GSO Alpha, 52,541 Ordinary Shares are directly held by GSO Churchill, 113,921 Ordinary Shares are directly held by GSO Credit-A, and 24,016 Ordinary Shares are directly held by GSO Harrington.

Additionally, Menes Chee, an employee of Blackstone and/or one of its affiliates and a director of the Issuer, was granted an aggregate of 42,743 restricted stock units of the Issuer (including a grant of 11,927 restricted stock units on January 2, 2020), of which 30,816 have vested. Pursuant to arrangements between Mr. Chee and Blackstone, Mr. Chee is required to transfer to Blackstone any and all compensation received in connection with his directorship for any company Blackstone invests in or advises. Blackstone has designated Blackstone Tactical Opportunities Advisors L.L.C. ("**BTOA**") as the entity to receive the securities described herein. BTOA is an indirect subsidiary of Blackstone. As such, each of Blackstone, Blackstone Group Management L.L.C. and Stephen A. Schwarzman may be deemed to beneficially own the shares beneficially owned by BTOA.

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CFS Cayman Manager is the general partner of CFS 1 and CFS 2. The managing member of CFS Cayman Manager is BTO Cayman. The controlling shareholder of BTO Cayman is Blackstone Holdings III. The general partner of Blackstone Holdings III is Blackstone Holdings III GP. The general partner of Blackstone Holdings III GP is Blackstone Holdings III LLC. The sole member of Blackstone Holdings III LLC is Blackstone.

GSO Partners is the investment manager of Aiguille Fund. GSO Holdings is the special limited partner of GSO Partners with the investment and voting power over the securities beneficially owned by GSO Partners. Blackstone Holdings I is the sole member of GSO Holdings.

GSO III LLC is the general partner of GSO AIV-5. GSO COF AIV-5 LLC is the general partner of GSO COF AIV-5. GSO D LLC is the general partner of GSO D. GSO Alpha LLC is the general partner of GSO Alpha. GSO Churchill LLC is the general partner of GSO Churchill. GSO Credit-A LLC is the general partner of GSO Credit-A. GSO Harrington LLC is the general partner of GSO Harrington. GSO Holdings I is the managing member of each of GSO III LLC, GSO COF AIV-5 LLC, GSO D LLC, GSO Alpha LLC, GSO Churchill LLC, GSO Credit-A LLC and GSO Harrington LLC. Blackstone Holdings II is the managing member of GSO Holdings I with respect to securities beneficially owned by the GSO Funds. Blackstone Holdings I/II GP is the general partner of each of Blackstone Holdings I and Blackstone Holdings II. Blackstone is the sole member of Blackstone Holdings I/II GP.

The sole holder of the Class C common stock of Blackstone is Blackstone Management. Blackstone Management is wholly owned by Blackstone's senior managing directors and controlled by its founder, Mr. Schwarzman.

Each such Reporting Person may be deemed to beneficially own the Ordinary Shares beneficially owned by the Blackstone Funds and/or the GSO Funds directly or indirectly controlled by it or him, but neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that any Reporting Person (other than the Blackstone Funds and GSO Funds to the extent they directly hold Issuer securities reported herein) is the beneficial owner of the Ordinary Shares referred to herein for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Act"), or for any other purpose, and each of the Reporting Persons expressly disclaims beneficial ownership of such Ordinary Shares. The filing of this statement should not be construed to be an admission that any member of the Reporting Persons are members of a "group" for the purposes of Section 13(d) of the Act.

(c) Except as set forth in this Schedule 13D, none of the Reporting Persons or, to the best knowledge of the Reporting Persons, any other person named in Schedule I, has effected any transaction in the past 60 days in Ordinary Shares.

(d) To the best knowledge of the Reporting Persons, except as set forth herein, no person other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities beneficially owned by the Reporting Persons identified in this Item 5.

(e) Effective as of January 1, 2020, Bennett J. Goodman stepped down as an executive of GSO Holdings I L.L.C. and GSO Capital Partners LP and therefore was no longer deemed to be a beneficial owner of the securities held by the GSO Funds.

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

The information set forth or incorporated by reference in Item 4 is incorporated by reference in its entirety into this Item 6.

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**Item 7. Material to Be Filed as Exhibits.**

Item 7 of the Schedule 13D is hereby supplemented by the following:

Exhibit N Series A Preferred Share Purchase Agreement, dated as of February 7, 2020, by and among Parent and the Series A Selling Stockholders

Exhibit O Voting Agreement, dated as of February 7, 2020, by and among Issuer, Parent and the Ordinary Shares Selling Stockholders

Exhibit P Voting Agreement, dated as of February 7, 2020, by and among Issuer, Parent and the Series A Selling Stockholders

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SIGNATURES

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

Dated: February 10, 2020

**THE BLACKSTONE GROUP INC.**

By: /s/ John G. Finley

Name: John G. Finley

Title: Chief Legal Officer

**GSO HOLDINGS I L.L.C.**

By: /s/ John G. Finley

Name: John G. Finley

Title: Chief Legal Officer

**BLACKSTONE HOLDINGS I L.P.**

By: Blackstone Holdings I/II GP L.L.C., its general partner

By: The Blackstone Group Inc., its sole member

By: /s/ John G. Finley

Name: John G. Finley

Title: Chief Legal Officer

**BLACKSTONE HOLDINGS II L.P.**

By: Blackstone Holdings I/II GP L.L.C., its general partner

By: The Blackstone Group Inc., its sole member

By: /s/ John G. Finley

Name: John G. Finley

Title: Chief Legal Officer



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**GSO ADVISOR HOLDINGS L.L.C.**

By: Blackstone Holdings I L.P., its sole member

By: Blackstone Holdings I/II GP L.L.C., its general partner

By: The Blackstone Group Inc., its sole member

By: /s/ John G. Finley

Name: John G. Finley

Title: Chief Legal Officer

**BLACKSTONE HOLDINGS I/II GP L.L.C.**

By: The Blackstone Group Inc., its sole member

By: /s/ John G. Finley

Name: John G. Finley

Title: Chief Legal Officer

**BLACKSTONE GROUP MANAGEMENT L.L.C.**

By: /s/ John G. Finley

Name: John G. Finley

Title: Chief Legal Officer

**BLACKSTONE HOLDINGS III L.P.**

By: Blackstone Holdings III GP L.P., its general partner

By: Blackstone Holdings III GP Management L.L.C., its general partner

By: /s/ John G. Finley

Name: John G. Finley

Title: Chief Legal Officer

**BLACKSTONE HOLDINGS III G.P. L.P.**

By: Blackstone Holdings III GP Management L.L.C., its general partner

By: /s/ John G. Finley

Name: John G. Finley

Title: Chief Legal Officer

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**BLACKSTONE HOLDINGS III GP MANAGEMENT L.L.C.**

By: /s/ John G. Finley

Name: John G. Finley

Title: Chief Legal Officer

**BLACKSTONE TACTICAL OPPORTUNITIES LR  
ASSOCIATES-B (CAYMAN) LTD.**

By: Blackstone Capital Partners Holdings Director L.L.C., its  
director

By: /s/ John G. Finley

Name: John G. Finley

Title: Chief Legal Officer

**STEPHEN A. SCHWARZMAN**

/s/ Stephen A. Schwarzman

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**GSO AIGUILLE DES GRANDS MONTETS FUND II LP**

By: GSO Capital Partners LP as Attorney-in-Fact

By: /s/ Marisa Beeney

Name: Marisa Beeney

Title: Authorized Signatory

**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

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**GSO CHURCHILL PARTNERS LP**

By: GSO Churchill Associates LLC, its general partner

By: /s/ Marisa Beeney

Name: Marisa Beeney

Title: Authorized Signatory

**GSO CREDIT-A PARTNERS LP**

By: GSO Credit-A Associates LLC, its general partner

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

**GSO CAPITAL PARTNERS LP**

By: /s/ Marisa Beeney

Name: Marisa Beeney

Title: Authorized Signatory

**GSO CAPITAL OPPORTUNITIES ASSOCIATES III LLC**

By: /s/ Marisa Beeney

Name: Marisa Beeney

Title: Authorized Signatory

**GSO COF III CO-INVESTMENT ASSOCIATES LLC**

By: /s/ Marisa Beeney

Name: Marisa Beeney

Title: Authorized Signatory

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**GSO CO-INVESTMENT FUND-D ASSOCIATES LLC**

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

**GSO CREDIT ALPHA ASSOCIATES LLC**

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

**GSO CHURCHILL ASSOCIATES LLC**

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

**GSO CREDIT-A ASSOCIATES LLC**

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

**GSO HARRINGTON CREDIT ALPHA ASSOCIATES  
L.L.C.**

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

**BENNETT J. GOODMAN**

By: /s/ Marisa Beeney  
Name: Marisa Beeney  
Title: Attorney-in-Fact

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**CFS HOLDINGS (CAYMAN) MANAGER L.L.C.**

By: /s/ Menes O. Chee

Name: Menes O. Chee

Title: Manager

**CFS HOLDINGS II (CAYMAN), L.P.**

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

By: /s/ Menes O. Chee

Name: Menes O. Chee

Title: Manager

**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: Manager

[FGL Holdings – Schedule 13D/A]

SCHEDULE 1

Executive Officers and Directors of The Blackstone Group Inc.

The name and principal occupation of each director and executive officer of The Blackstone Group Inc. are set forth below. The address for each person listed below is c/o The Blackstone Group Inc., 345 Park Avenue, New York, New York 10154. All executive officers and directors listed are United States citizens other than The Honorable Brian Mulroney, who is a citizen of Canada, and Sir John Antony Hood, who is a citizen of New Zealand.

**OFFICERS:**

<u>Name</u>	<u>Present Principal Occupation or Employment</u>
Stephen A. Schwarzman	Founder, Chairman and Chief Executive Officer of The Blackstone Group Inc.
Jonathan D. Gray	President, Chief Operating Officer of The Blackstone Group Inc.
Hamilton E. James	Executive Vice Chairman of The Blackstone Group Inc.
Michael S. Chae	Chief Financial officer of The Blackstone Group Inc.
John G. Finley	Chief Legal Officer of The Blackstone Group Inc.
Joan Solotar	Senior Managing Director – Head of Private Wealth Solutions and External Relations of The Blackstone Group Inc.

**DIRECTORS:**

<u>Name</u>	<u>Present Principal Occupation or Employment</u>
Stephen A. Schwarzman	Founder, Chairman and Chief Executive Officer of The Blackstone Group Inc.
Jonathan D. Gray	President, Chief Operating Officer of The Blackstone Group Inc.
Hamilton E. James	Executive Vice Chairman of The Blackstone Group Inc.
Kelly A. Ayotte	Former United States Senator from New Hampshire
James W. Breyer	Founder and Chief Executive Officer of Breyer Capital
Sir John Antony Hood	President and Chief Executive Officer of the Robertson Foundation and Chair of the Rhodes Trust
Rochelle B. Lazarus	Chairman Emeritus & Former Chief Executive Officer, Ogilvy & Mather Worldwide
Jay O. Light	Dean Emeritus, Harvard Business School
The Right Honorable Brian Mulroney	Senior Partner and International Business Consultant for the Montreal law firm, Norton Rose Canada LLP
William G. Parrett	Retired CEO and Senior Partner, Deloitte (Deloitte Touche Tohmatsu)

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## Section 2: EX-99.N (EX-99.N)

**EXHIBIT N**

**EXECUTION VERSION**

**SERIES A PREFERRED SHARE PURCHASE AGREEMENT**

This SERIES A PREFERRED SHARE PURCHASE AGREEMENT (the “Agreement”), dated as of February 7, 2020, is by and among Fidelity National Financial, Inc., a Delaware corporation (“Buyer”) and each of the persons listed on Annex A (each, a “Seller”, and together, the “Sellers” and together with Buyer, the “Parties”). Capitalized terms used herein and not otherwise defined will take their meaning from the Agreement and Plan of Merger, dated as of the date hereof, by and among Buyer, F I Corp., F II Corp., and the Company (the “Merger Agreement”).

WHEREAS, as of the date hereof, Sellers own, in the aggregate, 321,084 Series A Preferred Shares, par value \$0.0001, of the Company (together with any additional Series A Preferred Shares of which any Seller becomes the “beneficial owner” after the date hereof and during the term of this Agreement, “Series A Shares”), of the Company, which constitutes all of the issued and outstanding Series A Preferred Shares;

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, the Parties wish to enter into this Agreement; and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Series A Shares, subject to the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purchase and Sale of Series A Shares.

1.1 Sale of Series A Preferred Shares. Subject to the terms and conditions of this Agreement, immediately prior to the Closing (as defined below) each Seller shall sell and transfer to Buyer and Buyer shall purchase from Seller each Series A Share for an amount in cash equal to the Liquidation Preference (as defined in the Series A Certificate of Designation, which shall include any dividends in respect of such Series A Share accrued or accumulated to, but excluding, the Closing Date) in respect of such Series A Share as of the First Effective Time (the "Per Share Purchase Price"). The aggregate Per Share Purchase Price to be paid for all of the Series A Shares purchased pursuant to this Agreement is herein referred to as the "Purchase Price".

1.2 Closing. The purchase and sale of the Series A Shares shall take place immediately prior to the consummation of the transactions contemplated by the Merger Agreement (the "Closing"). At the Closing, Buyer will pay the Purchase Price in cash by wire transfer of immediately available funds to such bank account as shall be designated by each Seller prior to the Closing. The actual time and date that the Closing occurs is referred to as the "Closing Date".



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2. Representations and Warranties of Sellers. Each Seller hereby represents and warrants, severally and not jointly to Buyer, on the date hereof and on the Closing Date that:

2.1 Organization, Good Standing and Qualification. The Seller is duly organized, validly existing and in good standing under the laws of the applicable jurisdiction of incorporation or formation and has all requisite power and authority to carry on its business as presently conducted. Seller has obtained all necessary approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transaction contemplated hereby. Seller is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on Seller's ability to consummate the transactions contemplated by this Agreement.

2.2 Title to Series A Shares. Seller is the sole, lawful owner, beneficially and of record, of the Series A Shares and holds all legal and equitable right, title and interest in and to the Series A Shares, and upon payment for the Series A Shares at the Closing, Buyer shall acquire valid, good and marketable title to the Series A Shares, free and clear of any and all liens, claims, charges, pledges, encumbrances, security interests, mortgages, assessments, equities, proxies, options, restrictions or limitations of any kind, whether arising by agreement, operation of law or otherwise, including restrictions on transfer, rights of first refusal, rights of repurchase or any other restrictions ("Liens") other than any Lien that may be created by (i) applicable securities laws, (ii) the GSO Voting Agreement or (iii) the Series A Certificate of Designation.

2.3 Authorization. The execution, delivery and performance by Seller of this Agreement, and the consummation by Seller of this Agreement, have been duly authorized by all necessary action, and no other proceedings on the part of Seller, and no other votes or approvals of any class or series of share capital of Seller, are necessary to authorize this Agreement or the other transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by Buyer) constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms except as enforcement thereof may be limited against Seller by: (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and any implied covenant of good faith and fair dealing, or remedies in general, as from time to time in effect, or (b) the exercise by courts of equity powers. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of Seller is required in connection with the consummation of the transactions contemplated by this Agreement.

2.4 No Conflicts; Consents. The execution and delivery of this Agreement by Seller does not, and the performance of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement will not, (i) conflict with or violate any provision of the applicable certificate of incorporation or formation and bylaws of Seller, or the equivalent organizational documents of any subsidiary of Seller, and (ii) require any consent or other action by any person under, result in a breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, give to others (immediately or with notice or lapse of time or both) any right of termination, amendment, acceleration or cancellation of,

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result (immediately or with notice or lapse of time or both) in triggering any payment or other obligations under, or result in the loss of any right or benefit to which Seller or any of its subsidiaries is entitled under, any contract to which Seller or any of its subsidiaries is a party or by which Seller or any of its subsidiaries, or any property or asset of Seller or any of its subsidiaries, is bound or affected or (iii) result (immediately or with notice or lapse of time or both) in the creation of a Lien on any property or asset of Seller or its subsidiaries, except in the case of clauses (ii) and (iii) for any such conflicts, violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be likely to have a material adverse effect on Seller's ability to consummate the transactions contemplated by this Agreement.

2.5 No Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or, to Seller's knowledge, currently threatened against Seller or any of its subsidiaries or officers in their capacities as such, that if, determined adversely, would affect Seller's ability to consummate the transactions contemplated by this Agreement in any material respect. As of the date hereof, there is no Order outstanding against Seller or any of its subsidiaries or their respective businesses that would reasonably be likely to have a material adverse effect on Seller's ability to consummate the transactions contemplated by this Agreement.

2.6 No Other Representations and Warranties; Non-Reliance. Except for the specific representations and warranties contained in this Section 2 and in any certificate or agreement delivered pursuant hereto, none of Seller nor any person acting on behalf of Seller nor any of Seller's Affiliates (collectively, the "Seller Parties") has made, makes or shall be deemed to make any other express or implied representation or warranty with respect to the Seller Parties and Seller disclaims any such representation or warranty. Except for the specific representations and warranties expressly made by the Company in this Section 2 and in any certificate or agreement delivered pursuant hereto, Buyer specifically disclaims that it is relying upon any other representations or warranties that may have been made by the Company.

3. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Sellers on the date hereof and on the Closing Date that:

3.1 Organization, Good Standing and Qualification. Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted. Buyer has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transaction contemplated hereby. The Buyer is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

3.2 Authorization. The execution, delivery and performance by Buyer of this Agreement, and the consummation by Buyer of this Agreement, have been duly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Buyer, and no other votes or approvals of any class or series of share capital of the Buyer, are necessary to authorize this Agreement or the other transactions contemplated hereby. This Agreement has

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been duly executed and delivered by Buyer and (assuming due authorization, execution and delivery by Sellers) constitutes the Buyer's legal, valid and binding obligation, enforceable against Buyer in accordance with its terms except as enforcement thereof may be limited against Buyer by: (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and any implied covenant of good faith and fair dealing, or remedies in general, as from time to time in effect, or (b) the exercise by courts of equity powers. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of Buyer is required in connection with the consummation of the transactions contemplated by this Agreement.

3.3 No Conflicts; Consents. The execution and delivery of this Agreement by Buyer does not, and the performance of this Agreement by Buyer and the consummation of the transactions contemplated by this Agreement will not, (a) conflict with or violate any provision of the applicable certificate of incorporation or formation and bylaws of Buyer, or the equivalent organizational documents of any subsidiary of Buyer, and (b) require any consent or other action by any person under, result in a breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, give to others (immediately or with notice or lapse of time or both) any right of termination, amendment, acceleration or cancellation of, result (immediately or with notice or lapse of time or both) in triggering any payment or other obligations under, or result in the loss of any right or benefit to which Buyer or any of its subsidiaries is entitled under, any contract to which Buyer or any of its subsidiaries is a party or by which Buyer or any of its subsidiaries, or any property or asset of Buyer or any of its subsidiaries, is bound or affected or (c) result (immediately or with notice or lapse of time or both) in the creation of a Lien on any property or asset of Buyer or its subsidiaries, except in the case of clauses (b) and (c) for any such conflicts, violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be likely to have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

3.4 No Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or, to Buyer's knowledge, currently threatened against Buyer or any of its subsidiaries or respective directors or officers in their capacities as such, that if, determined adversely, would affect Buyer's ability to consummate the transactions contemplated by this Agreement. As of the date hereof, there is no Order outstanding against Buyer or any of its subsidiaries or their respective businesses that would reasonably be likely to have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

3.5 Purchase Entirely for Own Account. This Agreement is made with Buyer in reliance upon Buyer's representation to the Seller, which by Buyer's execution of this Agreement Buyer hereby confirms, that the Series A Shares will be acquired for investment for Buyer's own account, not as a nominee or agent, and not with a view to the distribution of any part thereof, and that Buyer has no present intention of selling, granting any participation in, or otherwise distributing the same.

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3.6 Sophisticated Buyer. Buyer acknowledges that Buyer has received all the information it considers necessary or appropriate for deciding whether to enter into this Agreement and that it has reviewed the publicly available financial and corporate records of the Company through the date of this Agreement. Buyer further represents that Buyer or its representative has had an opportunity to ask questions and receive full answers from the Company concerning, among other things, its financial condition, its management, its prior activities and any other information which Buyer considers relevant or appropriate in connection with entering into this Agreement. Buyer acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment such as the Series A Shares.

3.7 Accredited Investor. Buyer is an “accredited investor” within the meaning of SEC Rule 501 of Regulation D, as presently in effect.

3.8 Shares are Restricted Securities. Buyer understands that each document evidencing the Series A Shares will bear the following restrictive legend and the Series A Shares will be restricted from transfer in accordance with such legend:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE TRANSFERRED IN VIOLATION OF SUCH ACT AND LAWS.

3.9 Sufficiency of Funds. Buyer has, and will have at the Closing, sufficient funds to consummate the transactions contemplated hereby.

4. Conditions of Buyer’s Obligations at Closing. The obligations of Buyer to purchase the Series A Shares pursuant to this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

4.1 Representations and Warranties. The representations and warranties of Sellers contained in Section 2 shall be true and correct on and as of the date hereof and on as of the Closing as though made as of such date.

4.2 Performance. Sellers shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them on or before the Closing.

4.3 Simultaneous Closing. The transactions contemplated by the Merger Agreement shall be consummated concurrently or immediately following the transactions contemplated by this Agreement.

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5. Conditions of the Seller's Obligations at Closing. The obligations of each Seller to Buyer under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions by Buyer:

5.1 Representations and Warranties. The representations and warranties of Buyer contained in Section 3 shall be true and correct on and as of the date hereof and on as of the Closing as though made as of such date.

5.2 Performance. The Buyer shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing, including the delivery of the purchase price specified in Section 1.

5.3 Simultaneous Closing. The transactions contemplated by the Merger Agreement shall be consummated concurrently or immediately following the transactions contemplated by this Agreement.

6. Covenants.

6.1 Reasonable Best Efforts. Upon the terms and subject to the conditions set forth in this Agreement, each of Buyer and each Seller agrees to use, and Buyer shall cause its respective Subsidiaries to use, reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to fulfill all conditions applicable to such party pursuant to this Agreement and to promptly consummate the purchase and sale of the Series A Shares contemplated hereby, including, without limitation, executing and delivering any additional agreements, documents or instruments necessary, proper or advisable to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement.

7. Miscellaneous.

7.1 Nonsurvival of Representations, Warranties, Covenants and Agreements. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants and agreements, shall survive the Closing, except for (a) those covenants or agreements contained herein that by their terms apply to or are to be performed in whole or in part after the execution and delivery of this Agreement and (b) this Section 7.

7.2 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the addresses set forth on the signature pages attached hereto (or at such other addresses as shall be specified by notice given in accordance with this Section 7.2).

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if to Buyer, to:

Fidelity National Financial, Inc.  
601 Riverside Ave.  
Jacksonville, FL 32204  
Facsimile: 702-243-3251  
Email: mgravelle@fnf.com  
Attention: General Counsel

with a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP 787 Seventh Avenue  
New York, NY 10019  
Facsimile: 212-728-9642  
212-728-9662  
Email: adye@willkie.com  
ldelanoy@willkie.com  
Attention: Alexander M. Dye  
Laura L. Delanoy

if to Seller, to:

GSO Capital Partners LP  
345 Park Avenue  
New York, NY 10154  
Email: robert.petrini@gsocap.com  
marisa.beeney@gsocap.com  
Attention: Robert Petrini  
Marisa Beeney

with a copy to (which shall not constitute notice):

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Facsimile: (212) 291-9299  
Email: gerlacha@sullcrom.com  
Attention: C. Andrew Gerlach

if to the Company, to:

FGL Holdings  
601 Locust Street, 9th floor  
Des Moines, IA 50309  
Email: marhoun@fglife.bm  
Attention: General Counsel & Secretary

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with a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, New York 10036  
Facsimile: 212-735-2000  
Email: todd.freed@skadden.com  
jon.hlafter@skadden.com  
Attention: Todd E. Freed  
Jon A. Hlafter

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022  
Facsimile: 212-446-4900  
Email: daniel.wolf@kirkland.com  
lauren.colasacco@kirkland.com  
Attention: Daniel E. Wolf  
Lauren M. Colasacco

7.3 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (including by facsimile or other electronic transmission) to the other parties.

7.4 Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned or delegated, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties and the Company. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

7.5 Entire Agreement; No Third-Party Beneficiaries. This Agreement and the GSO Voting Agreement (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement or the GSO Voting Agreement and (b) except as set forth below, are not intended to and do not confer upon any party other than the parties hereto any rights or remedies hereunder. The Parties hereby designate the Company as a third-party beneficiary of this Agreement, having the right to enforce this Agreement. The representations, warranties, covenants and agreements in this Agreement are the product of negotiations among the parties and are for the sole benefit of the parties and may, in certain instances, be qualified, limited or changed by confidential disclosure letters. In some instances, the representations, warranties, covenants and agreements in this Agreement may represent an allocation among the parties of risk associated with particular matters regardless of the knowledge of any of the parties. Consequently, persons other than the Parties may not rely upon the representations, warranties, covenants and agreements in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

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7.6 Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) shall be governed by and construed in accordance with the Laws of the State of Delaware, without respect to its applicable principles of conflicts of laws that might require the application of the laws of another jurisdiction.

7.7 Expense Allocation. All costs and expenses (including fees and expenses payable to directors, officers, employees, auditors, attorneys and financial advisors and other agents or advisors) incurred in connection with this Agreement and the other transactions contemplated hereby shall be paid by the party incurring such cost or expense, whether or not the Agreement is consummated.

7.8 Amendment. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of Sellers, Buyer and the Company. Any amendment or waiver effected in accordance with this section shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including, without limitation, securities into which such securities are convertible), each future holder of all such securities, and Sellers.

7.9 Extension; Waiver. At any time prior to the First Effective Time, each of Buyer and Seller may, with the written consent of the Company, (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained in this Agreement or in any document delivered pursuant to this Agreement, or (c) subject to the provisions of Section 7.8, waive compliance with any of the agreements or conditions of the other parties contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

7.10 Consent to Jurisdiction. Each of Buyer and Seller hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction and venue of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery does not have jurisdiction over a particular matter, the Superior Court of the State of Delaware (and the Complex Commercial Litigation Division thereof if such division has jurisdiction over the particular matter), or if the Superior Court of the State of Delaware does not have jurisdiction, any federal court of the United States of America sitting in the State of Delaware) ("Delaware Courts"), and any appellate court from any decision thereof, in any Action based upon, arising out of or relating to this Agreement, including the negotiation, execution or performance of this Agreement and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action based upon, arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement in the Delaware Courts, including any objection based on its place of incorporation



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or domicile, (c) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in any such court and (d) agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of Buyer and each Seller consents and agrees that service of process, summons, notice or document for any action permitted hereunder may be delivered by registered mail addressed to it at the applicable address set forth in Section 7.2 or in any other manner permitted by applicable Law.

7.11 WAIVER OF JURY TRIAL. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY BE BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT 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 FOR ANY DISPUTE BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY HEREOF OR ANY TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES CERTIFIES AND ACKNOWLEDGES THAT (A) NEITHER THE OTHER PARTIES NOR THEIR RESPECTIVE REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH OF THE PARTIES UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH OF THE PARTIES MAKES THIS WAIVER VOLUNTARILY AND (D) EACH OF THE PARTIES HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 7.11. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

7.12 Automatic Termination. For the avoidance of doubt, this Agreement shall be automatically terminated (without any action from any of the parties herein) if the GSO Voting Agreement is deemed terminated in accordance with the provisions therein.

7.13 Specific Performance. Unless this Agreement has been terminated, each of Buyer and each Seller acknowledges and agrees that any breach by it of this Agreement shall cause any (or either) of the other party irreparable harm which may not be adequately compensable by money damages. Accordingly, except in the case of termination, in the event of a breach or threatened breach by Buyer or any Seller of any provision of this Agreement, each of Buyer and each Seller shall be entitled to seek the remedies of specific performance, injunction or other preliminary or equitable relief, without having to prove irreparable harm or actual damages. The foregoing right shall be in addition to such other rights or remedies as may be available to Buyer and Sellers for such breach or threatened breach, including but not limited to the recovery of money damages.

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7.14 No Recourse. This Agreement may only be enforced against the named parties hereto. All claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may be made only against the entities that are expressly identified as parties hereto or that are subject to the terms hereof, and no past, present or future director, officer, employee, incorporator, member, manager, partner, stockholder, Affiliate, agent, attorney or representative of any Seller or any party hereto (including any person negotiating or executing this Agreement on behalf of a party hereto) shall have any liability or obligation with respect to this Agreement or with respect to any claim or cause of action, whether in tort, contract or otherwise, that may arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby and by the other certificates delivered pursuant thereto.

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

**FIDELITY NATIONAL FINANCIAL, INC.**

By: /s/ Michael L. Gravelle

Name: Michael L. Gravelle

Title: EVP, General Counsel and Corporate Secretary

Address: 601 Riverside Ave, Jacksonville, FL 32204

**SIGNATURE PAGE TO SERIES A PREFERRED SHARE PURCHASE  
AGREEMENT**

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

**SELLERS**

**GSO COF III AIV-5 LP**

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

By: /s/ Marisa J. Beeney

Name: Marisa J. 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 J. Beeney

Name: Marisa J. Beeney

Title: Authorized Signatory

**GSO CO-INVESTMENT FUND-D LP**

By: /s/ Marisa J. Beeney

Name: Marisa J. Beeney

Title: Authorized Signatory

**GSO CREDIT ALPHA FUND LP**

By: GSO Credit Alpha Associates LLC,  
its general partner

By: /s/ Marisa J. Beeney

Name: Marisa J. Beeney

Title: Authorized Signatory

**SIGNATURE PAGE TO SERIES A PREFERRED SHARE PURCHASE  
AGREEMENT**

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**GSO AIGUILLE DES GRANDS MONTETS FUND II LP**

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

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

**GSO CHURCHILL PARTNERS LP**

By: GSO Churchill Associates LLC,  
its general partner

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

**GSO CREDIT-A PARTNERS LP**

By: GSO Capital Partners LP,  
its investment manager

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

**SIGNATURE PAGE TO SERIES A PREFERRED SHARE PURCHASE  
AGREEMENT**

Annex A

<u>Entity</u>	<u>Number of Series A Shares held</u>
GSO COF III AIV-5 LP	216,970
GSO COF III Co-Investment AIV-5 LP	75,443
GSO Co-Investment Fund-D LP	2,659
GSO Credit Alpha Fund LP	8,631
GSO Aiguille des Grands Montets Fund II LP	7,431
GSO Churchill Partners LP	2,744
GSO Credit-A Partners LP	5,954
GSO Harrington Credit Alpha Fund (Cayman) L.P.	1,252

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## Section 3: EX-99.O (EX-99.O)

### EXHIBIT O

#### EXECUTION VERSION

#### VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement"), dated as of February 7, 2020, is by and among Fidelity National Financial, Inc., a Delaware corporation ("Parent"), FGL Holdings, a Cayman Islands exempted company (the "Company") and the Persons executing this Agreement as "Shareholders" on the signature pages hereto (each a "Shareholder" and collectively, the "Shareholders").

#### WITNESSETH:

WHEREAS, as of the date hereof, each Shareholder is the "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934 (the "Exchange Act")) and is entitled to vote and dispose of the number of Company Ordinary Shares set forth on Schedule I hereto (with respect to such Shareholder and until disposed of by such Shareholder in accordance with Section 2.03, the "Owned Shares" and, together with any additional Company Ordinary Shares of which such Shareholder becomes the "beneficial owner" after the date hereof and during the term of this Agreement (including upon the vesting or exercise of Company Stock Options, Company Restricted Stock Rights or Company Warrants), the "Subject Shares");

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Parent, F I Corp., a Cayman Islands exempted company and wholly owned subsidiary of Parent ("Merger Sub I"), and F II Corp., a Cayman Islands exempted company and wholly owned subsidiary of Parent ("Merger Sub II"), are entering into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to the terms and subject to the conditions thereof, (i) Merger Sub I will be merged with and into the Company (the "First Merger") with the Company surviving the First Merger and becoming a wholly owned Subsidiary of Parent as a result of the First Merger in accordance with the Companies Law (2018 Revision) of the Cayman Islands (the "CICL") and (ii) the Surviving Company will be merged with and into Merger Sub II (the "Second Merger") with Merger Sub II surviving the Second Merger and becoming a wholly owned Subsidiary of Parent as a result of the Second Merger in accordance with the CICL; and

WHEREAS, the Company and Parent have required the Shareholders to enter into this Agreement as a condition to the Company's and Parent's entry into the Merger Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

### ARTICLE I

#### DEFINITIONS AND TERMS

Section 1.01 Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Merger Agreement.

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Section 1.02 Interpretation.

(a) As used in this Agreement, references to the following terms have the meanings indicated: (i) to the Preamble or to the Recitals, Sections, Articles or Schedules are to the Preamble or a Recital, Section or Article of, or a Schedule to, this Agreement unless otherwise clearly indicated to the contrary; (ii) to any Contract (including this Agreement) or “organizational document” are to the Contract or organizational document as amended, modified, supplemented or replaced from time to time; (iii) to any Law are to such Law as amended, modified, supplemented or replaced from time to time and any rules or regulations promulgated thereunder and to any section of any Law including any successor to such section; (iv) to any Governmental Authority include any successor to the Governmental Authority and to any Affiliate include any successor to the Affiliate; (v) to any “copy” of any Contract or other document or instrument are to a true and complete copy thereof; (vi) to “hereof,” “herein,” “hereunder,” “hereby,” “herewith” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or clause of this Agreement, unless otherwise clearly indicated to the contrary; (vii) to the “date of this Agreement,” “the date hereof” and words of similar import refer to February 7, 2020; and (viii) to “this Agreement” includes the Schedule to this Agreement.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” The word “or” shall not be exclusive. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. All pronouns and variations of pronouns will be deemed to refer to the feminine, masculine or neuter, singular or plural, as the identity of the Person referred to may require. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(c) Whenever the last day for the exercise of any right or the discharge of any duty under this Agreement falls on a day other than a Business Day, the party hereto having such right or duty shall have until the next Business Day to exercise such right or discharge such duty. Unless otherwise indicated, the word “day” shall be interpreted as a calendar day.

(d) The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

(e) References to a “party” hereto means Parent, the Company or a Shareholder and references to “parties” hereto means Parent, the Company and the Shareholders unless the context otherwise requires.

(f) References to “dollars” or “\$” mean United States dollars, unless otherwise clearly indicated to the contrary.

(g) The parties hereto have participated jointly in the negotiation and drafting of this Agreement; consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

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(h) No summary of this Agreement prepared by or on behalf of any party hereto shall affect the meaning or interpretation of this Agreement.

(i) All capitalized terms used without definition in the Schedule to this Agreement shall have the meanings ascribed to such terms in this Agreement.

## ARTICLE II

### COVENANTS OF SHAREHOLDERS

#### Section 2.01 Agreement to Vote.

(a) During the period from the date of this Agreement until the Expiration Date, at every meeting of the shareholders of the Company called with respect to any of the following, and at every adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of the Company with respect to any of the following, each Shareholder shall appear at such meeting (in person or by proxy) or otherwise cause the Subject Shares that such Shareholder is entitled to vote to be counted as present thereat for the purpose of establishing a quorum and vote or cause to be voted at such meeting (or consent) such Subject Shares (i) unless the Company Special Committee has made an Adverse Recommendation Change that has not been rescinded or withdrawn, in favor of the approval of the Merger Agreement, the Mergers and the other transactions contemplated thereby, (ii) against any action or agreement that is recommended against by the Company Special Committee and that would reasonably be expected to impede, frustrate, interfere with, delay, postpone or adversely affect the consummation of the Mergers and the other transactions contemplated by the Merger Agreement and (iii) in the event that the Company Special Committee has made an Adverse Recommendation Change that has not been rescinded or otherwise withdrawn, in favor of the approval of the Merger Agreement, the Mergers and the other transactions contemplated thereby in the same proportion as the number of Shares owned by holders of Company Ordinary Shares (other than the Shareholders, William P. Foley, II and Richard N. Massey and the "Shareholders" under the Parent Subsidiaries Voting Agreement, the BilCar Voting Agreement and the GSO Voting Agreement (the "Unaffiliated Shareholders")) that are voted in favor of the approval of the Merger Agreement, the Mergers and the other transactions contemplated thereby bears to the total number of Shares owned by Unaffiliated Shareholders present (in person or by proxy) and voting at such meeting of the shareholders of the Company.

(b) Nothing contained in this Agreement shall be deemed to vest in the Company any direct or indirect ownership or incidence of ownership of any Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to the Shareholders.

(c) Notwithstanding anything herein to the contrary in this Agreement, this Section 2.01 shall not require any Shareholder to appear (in person or by proxy) or vote (or cause to be voted), any of the Subject Shares to amend, modify or waive any provision of the Merger Agreement in a manner that reduces the Exchange Ratio or the Cash Consideration, changes the form of the Merger Consideration payable (subject to the election and proration mechanism contemplated by the Merger Agreement) or otherwise adversely affects such Shareholder (in its capacity as such) in any material respect, and the Shareholder shall not be obligated to vote (or cause the Subject Shares to be voted) in favor of the adoption of the Merger Agreement if it is amended in any such respect.



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(d) Notwithstanding anything to the contrary in this Agreement, each Shareholder shall remain free to vote (or execute consents or proxies with respect to) the Subject Shares with respect to any matter other than as set forth in Section 2.01(a) and Section 2.01(b) in any manner such Shareholder deems appropriate, including in connection with the election of directors of the Company.

Section 2.02 Irrevocable Proxy. During the period from the date of this Agreement until the Expiration Date, each Shareholder hereby appoints the Company through any designee of the Company, and each of them individually, its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote such Shareholder's Company Ordinary Shares at every meeting of the shareholders of the Company called with respect to any of the following, and at every adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of the Company with respect to any matter referred to in Section 2.01(a) but not, for the avoidance of doubt, any matter referred to in Section 2.01(c) or Section 2.01(d) without a Shareholder's prior written consent. This proxy and power of attorney is given by each such Shareholder in connection with, and in consideration of, the execution of the Merger Agreement by the Company and to secure the performance of the duties of such Shareholder under this Agreement. Each Shareholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by each Shareholder shall be irrevocable, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by a Shareholder with respect to any of the Subject Shares. The power of attorney granted by each Shareholder herein is a durable power of attorney and shall survive the dissolution, bankruptcy, death or incapacity of a Shareholder. Each Shareholder and the Company agree that the proxy granted by each Shareholder hereunder shall and does constitute a valid instrument of proxy for purposes of Article 26 of the Company Memorandum and the Company shall deposit this instrument at its Resisted Office so as to comply in all respects with the Company Memorandum for the purposes of all meetings (and adjournments and postponements thereof) contemplated hereby. The proxy and power of attorney granted by each Shareholder hereunder shall automatically terminate and be revoked upon termination of this Agreement pursuant to Section 4.01.

Section 2.03 Transfer and Other Restrictions. During the period from the date of this Agreement until the Expiration Date, the Shareholders shall not, directly or indirectly, (a) Transfer, or enter into any Contract, option or other arrangement or understanding with respect to the Transfer of any Subject Shares to any Person, (b) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, or grant a proxy or power of attorney with respect to any Subject Shares, in each case, that would restrict or interfere with the Shareholders' obligations pursuant to this Agreement or (c) enter into any agreement or undertaking, and shall not commit or agree to take any action that would restrict or interfere with such Shareholder's obligations pursuant to this Agreement.

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Section 2.04 Waiver of Dissenter Rights. Each Shareholder hereby irrevocably and unconditionally waives any right to dissent with respect to the Subject Shares from the First Merger and the transactions contemplated by the Merger Agreement under Section 238 of the CICL and agrees not to serve any notices of objection, notices of dissent or demands for fair value.

Section 2.05 Stock Dividends, etc. If between the date of this Agreement and the Effective Time the issued and outstanding Company Ordinary Shares shall have been changed into a different number of shares or a different class by reason of the occurrence or record date of any stock dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares or similar transaction, the terms “Owned Shares” and “Subject Shares” shall be appropriately adjusted to reflect such stock dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares or similar transaction.

Section 2.06 Fiduciary Responsibilities. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall apply to each Shareholder solely in its capacity as a holder of Ordinary Shares and not in any other capacity.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF EACH SHAREHOLDER

Each Shareholder hereby represents and warrants, severally and not jointly, to the Company that:

Section 3.01 Organization. To the extent such Shareholder is not an individual, such Shareholder is duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the Laws of the jurisdiction of its incorporation.

Section 3.02 Ownership of Owned Shares. Such Shareholder is the beneficial owner of the Owned Shares free and clear of all Liens, except for any Liens created by this Agreement or those imposed by applicable securities and insurance Laws. As of the date of this Agreement, the Shareholder does not beneficially own (within the meaning of Section 13 of the Exchange Act) any Company Ordinary Shares or other equity securities of the Company other than the Owned Shares. Such Shareholder has the sole right to vote the Owned Shares and, except as contemplated by this Agreement, none of the Owned Shares are subject to any voting trust or other agreement with respect to the voting of the Owned Shares. Such Shareholder has the sole right to dispose of the Owned Shares with no restrictions, subject to applicable securities Laws on its rights of disposition of the Owned Shares. As of the date of this Agreement, except as contemplated by this Agreement (a) there are no agreements or arrangements of any kind, contingent or otherwise, obligating such Shareholder to sell, transfer, pledge, assign or otherwise dispose of (collectively, “Transfer”) or cause to be Transferred any Owned Shares or otherwise relating to the Transfer of any Owned Shares, and (b) no Person has any contractual or other right or obligation to purchase or otherwise acquire any of such Owned Shares.

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Section 3.03 Authority for Agreement. To the extent such Shareholder is not an individual, such Shareholder has all corporate necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by such Shareholder of this Agreement, and the performance by such Shareholder of its obligations hereunder, have been duly authorized by all necessary action, and no other proceedings on the part of such Shareholder are necessary to authorize this Agreement or to performance by such Shareholder of its obligations hereunder. This Agreement has been duly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms.

Section 3.04 No Conflicts; Governmental Approvals.

(a) The execution and delivery of this Agreement by such Shareholder do not, and the performance by such Shareholder of its obligations hereunder will not, (i) to the extent such Shareholder is not an individual, conflict with or violate any provision of the organizational documents of such Shareholder, (ii) assuming that all consents, approvals, authorizations and waivers contemplated by Section 3.04(b) have been obtained, and all filings described therein have been made, conflict with or violate any Law applicable to such Shareholder or by which any property or asset of such Shareholder is bound or affected, (iii) require any consent or other action by any Person under, result in a breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, give to others (immediately or with notice or lapse of time or both) any right of termination, amendment, acceleration or cancellation of, result (immediately or with notice or lapse of time or both) in triggering any payment or other obligations under, or result in the loss of any right or benefit to which such Shareholder is entitled under, any Contract to which such Shareholder is a party or by which such Shareholder, or any property or asset of such Shareholder, is bound or affected or (iv) result (immediately or with notice or lapse of time or both) in the creation of a Lien on any property or asset of such Shareholder, except in the case of clauses (ii), (iii) and (iv) for any such conflicts, violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be likely to have a material adverse effect on the ability of such Shareholder to perform its obligations hereunder.

(b) (i) The execution and delivery of this Agreement by such Shareholder do not, and (ii) the performance by such Shareholder of its obligations hereunder will not, require any action, consent, approval, authorization, waiver or permit of, or filing with or notification to, or registration or qualification with, any Governmental Authority, except in the case of clause (ii), for the avoidance of doubt, for applicable consents, approvals, authorizations and waivers contemplated by Section 4.05(b) of the Merger Agreement in connection with the divestiture by such Shareholder of its Shares at the Effective Time.

#### ARTICLE IV

#### TERMINATION, AMENDMENT AND WAIVER

Section 4.01 Termination. This Agreement and all rights and obligations of the parties hereunder shall automatically terminate, without further action by any party hereto, with respect to the Shareholders' obligations hereunder with respect to the Merger Agreement, the Mergers and the other transactions contemplated thereby upon the earliest to occur (the "Expiration")

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Date”) of (a) the Outside Termination Date, (b) the Effective Time, (c) the termination of the Merger Agreement in accordance with its terms, (d) with respect to any Shareholder, the mutual written agreement of such Shareholder, the Company and Parent and (e) with respect to any Shareholder, on the provision of written notice by such Shareholder within 10 business days of any amendment to the Merger Agreement in a manner such that the Shareholder would not be required to vote in favor of the adoption of the Merger Agreement pursuant to Section 2.01(c).

Section 4.02 Effect of Termination. In the event of termination of this Agreement, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of the Company, Parent or the applicable Shareholders, except that (a) the provisions of this Section 4.02 and Article V shall survive termination and (b) nothing herein shall relieve any party from liability for any intentional and material breach of this Agreement or for fraud.

Section 4.03 Amendment. This Agreement may not be amended, changed or supplemented or otherwise modified except by an instrument in writing signed on behalf of all of the parties.

Section 4.04 Extension; Waiver. Each of the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties of the other parties contained in this Agreement or in any document delivered pursuant to this Agreement, or (c) waive compliance with any of the agreements or conditions of the other parties contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

## ARTICLE V

### GENERAL PROVISIONS

Section 5.01 Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated by this Agreement may only be brought against, the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party in this Agreement and not otherwise), no past, present or future director, manager, officer, employee, incorporator, member, partner, equityholder, Affiliate, agent, attorney, advisor, consultant or Representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of or made under this Agreement (whether for indemnification or otherwise) or of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated by this Agreement.

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Section 5.02 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing (and made orally if so required pursuant to any Section of this Agreement) and shall be deemed given (and duly received) if delivered personally, sent by overnight courier (providing proof of delivery and confirmation of receipt by email notice to the applicable contact person) to the parties or sent by facsimile (providing proof of transmission and confirmation of transmission by email notice to the applicable contact person) at the following addresses or facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

if to Parent, to:

Fidelity National Financial, Inc.  
601 Riverside Ave.  
Jacksonville, FL 32204  
Facsimile: 702-243-3251  
Email: mgravelle@fnf.com  
Attention: General Counsel

with a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Facsimile: 212-728-9642  
212-728-9662  
Email: adye@willkie.com  
ldelanoy@willkie.com  
Attention: Alexander M. Dye  
Laura L. Delanoy

if to the Company, to:

FGL Holdings  
601 Locust Street, 9th floor  
Des Moines, IA 50309  
Email: marhoun@fglife.bm  
Attention: General Counsel & Secretary

with a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, NY 10036  
Facsimile: 212-735-2000  
Email: todd.freed@skadden.com  
jon.hlafter@skadden.com  
Attention: Todd E. Freed  
Jon A. Hlafter

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Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022  
Facsimile: 212-446-4900  
Email: daniel.wolf@kirkland.com  
lauren.colasacco@kirkland.com  
Attention: Daniel E. Wolf, P.C.  
Lauren M. Colasacco, P.C.

if to a Shareholder, to:

To them at the address, facsimile number and email address set forth opposite such Shareholder's name on Schedule I.

with a copy to (which shall not constitute notice):

Debevoise & Plimpton LLP  
919 Third Avenue  
New York, New York 10022  
Facsimile: 212-521-7459  
Email: nfpotter@debevoise.com  
Attention: Nicholas F. Potter, Esq.

Section 5.03 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (including by facsimile or other electronic transmission) to the other parties.

Section 5.04 Entire Agreement; No Third-Party Beneficiaries. This Agreement and the Merger Agreement, (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement and (b) are not intended to and do not confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 5.05 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned or delegated, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 5.06 Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relating to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) shall be governed by and construed in accordance with the Laws of the State of Delaware, without respect to its applicable principles of conflicts of laws that might require the application of the laws of another jurisdiction. Notwithstanding the foregoing, the following matters arising out of or relating to this Agreement shall be construed,

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performed and enforced in accordance with the Laws of the Cayman Islands: the Mergers, the vesting of the rights, property, choses in action, business, undertaking, goodwill, benefits, immunities and privileges, contracts, obligations, claims, debts and liabilities of Merger Sub in the Company, the vesting of the rights, property, choses in action, business, undertaking, goodwill, benefits, immunities and privileges, contracts, obligations, claims, debts and liabilities of the Surviving Company in Merger Sub II, the cancellation of the shares, the rights provided in Section 238 of the CICA, the fiduciary or other duties of the board of directors of the Company and the boards of directors of Merger Sub I and Merger Sub II and the internal corporate affairs of the Company, Merger Sub I and Merger Sub II.

Section 5.07 Consent to Jurisdiction. Each of the parties hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction and venue of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery does not have jurisdiction over a particular matter, the Superior Court of the State of Delaware (and the Complex Commercial Litigation Division thereof if such division has jurisdiction over the particular matter), or if the Superior Court of the State of Delaware does not have jurisdiction, any federal court of the United States of America sitting in the State of Delaware) ("Delaware Courts"), and any appellate court from any decision thereof, in any Action arising out of or relating to this Agreement, including the negotiation, execution or performance of this Agreement and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement in the Delaware Courts, including any objection based on its place of incorporation or domicile, (c) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in any such court and (d) agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties consents and agrees that service of process, summons, notice or document for any action permitted hereunder may be delivered by registered mail addressed to it at the applicable address set forth in Section 5.01 or in any other manner permitted by applicable Law.

Section 5.08 Waiver of Jury Trial. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY BE BASED UPON, ARISE OUT OF OR RELATED TO THIS AGREEMENT 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 FOR ANY DISPUTE BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY HEREOF OR ANY TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES CERTIFIES AND ACKNOWLEDGES THAT (A) NEITHER THE OTHER PARTIES NOR THEIR RESPECTIVE REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH OF THE PARTIES UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH OF THE PARTIES MAKES THIS WAIVER VOLUNTARILY AND (D) EACH OF THE PARTIES HAS BEEN INDUCED TO ENTER

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INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 5.08. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 5.09 Specific Performance. The parties hereto agree that irreparable damage would occur and that the parties hereto would not have any adequate remedy at law in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached and that money damages or other legal remedies would not be an adequate remedy for any such failure to perform or breach. It is accordingly agreed that, without posting a bond or other undertaking, the parties hereto shall be entitled to injunctive or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Delaware Courts, this being in addition to any other remedy to which they are entitled at law or in equity. In the event that any such action is brought in equity to enforce the provisions of this Agreement, no party hereto will allege, and each party hereto hereby waives the defense or counterclaim, that there is an adequate remedy at law. The parties hereto further agree that (a) by seeking any remedy provided for in this Section 5.09, a party hereto shall not in any respect waive its right to seek any other form of relief that may be available to such party hereto under this Agreement and (b) nothing contained in this Section 5.09 shall require any party hereto to institute any action for (or limit such party's right to institute any action for) specific performance under this Section 5.09 before exercising any other right under this Agreement.

Section 5.10 Severability. If any term, provision, covenant or restriction of this Agreement is held by the Delaware Courts or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 5.11 Disclosure. The Shareholders hereby authorize the Company, Parent and Merger Sub to publish and disclose in any announcement or disclosure required by the SEC and in the Proxy Statement/Prospectus, the Registration Statement and filings with any Governmental Authority whose consent, approval, authorization or waiver is required to consummate the Merger, each Shareholder's identity and ownership of the Subject Shares and the nature of each Shareholder's obligations under this Agreement. Parent hereby authorizes each Shareholder to disclose in any disclosure required by any Governmental Authority Parent's identity and the nature of Parent's obligations under this Agreement. Notwithstanding anything to the contrary stated in this Agreement, each of Parent, Company and Shareholders shall (i) consult with each other with respect to, and give each other the opportunity to review in advance of issuing, filing or submitting, any press release, investor presentation or other public statement in any proxy materials or other report, registration statement or other materials filed or submitted under the Securities Exchange Act of 1934, as amended (and the rules and regulations



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promulgated thereunder) that refers to this Agreement or the Information Delivery Letter dated February 7, 2020 (the “Information Delivery Agreement”), and (ii) give each other the opportunity to comment on (and shall consider any such comments in good faith) any portion of any such press release, investor presentation or other public statement that refers to this Agreement or the Information Delivery Agreement; provided, however, that a party may make a public statement to the extent necessary to enforce its rights and remedies under this Agreement or the Information Delivery Agreement without requiring such prior consultation.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

**FGL HOLDINGS**

By: /s/ Christopher O. Blunt

Name: Christopher O. Blunt

Title: President & Chief Executive Officer

[Signature Page to the Voting Agreement]

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**FIDELITY NATIONAL FINANCIAL, INC.**

By: /s/ Michael L. Gravelle

Name: Michael L. Gravelle

Title: EVP, General Counsel and Corporate Secretary

[Signature Page to the Voting Agreement]

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**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: Manager

**CFS HOLDINGS II (CAYMAN), L.P.**  
BY: CFS HOLDINGS (CAYMAN) MANAGER L.L.C., ITS  
GENERAL PARTNER

By: /s/ Menes O. Chee  
Name: Menes O. Chee  
Title: Manager

[Signature Page to the Voting Agreement]

## SCHEDULE I

Shareholder	Number of Company Ordinary Shares	Address, Email Address, Facsimile
CFS Holdings (Cayman) L.P.	16,620,850	Address: c/o The Blackstone Group Inc. 345 Park Avenue New York, NY 10154 Email: menes.chee@blackstone.com Facsimile: +1 646 313 6503
CFS Holdings II (Cayman) L.P.	22,500,000	Address: c/o The Blackstone Group Inc. 345 Park Avenue New York, NY 10154 Email: menes.chee@blackstone.com Facsimile: +1 646 313 6503

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## Section 4: EX-99.P (EX-99.P)

### EXHIBIT P

EXECUTION VERSION

#### VOTING AGREEMENT

This VOTING AGREEMENT (this "Agreement"), dated as of February 7, 2020, is by and among Fidelity National Financial, Inc., a Delaware corporation ("Parent"), FGL Holdings, a Cayman Islands exempted company (the "Company") and the Persons executing this Agreement as "Shareholders" on the signature pages hereto (each a "Shareholder" and collectively, the "Shareholders").

#### WITNESSETH:

WHEREAS, as of the date hereof, each Shareholder is the "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934 (the "Exchange Act")) and is entitled to vote and dispose of the number of Company Ordinary Shares set forth on Schedule I hereto (with respect to such Shareholder and until disposed of by such Shareholder in accordance with Section 2.03, the "Owned Shares" and, together with any additional Company Ordinary Shares of which such Shareholder becomes the "beneficial owner" after the date hereof and during the term of this Agreement (including upon the vesting or exercise of Company Stock Options, Company Restricted Stock Rights or Company Warrants), the "Subject Shares");

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Parent, F I Corp., a Cayman Islands exempted company and wholly owned subsidiary of Parent ("Merger Sub I"), and F II Corp., a Cayman Islands exempted company and wholly owned subsidiary of Parent ("Merger Sub II"), are entering into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to the terms and subject to the conditions thereof, (i) Merger Sub I will be merged with and into the Company (the "First Merger") with the Company surviving the First Merger and becoming a wholly owned Subsidiary of Parent as a result of the First Merger in accordance with the Companies Law (2018 Revision) of the Cayman Islands (the "CICL") and (ii) the Surviving Company will be merged with and into Merger Sub II (the "Second Merger") with Merger Sub II surviving the Second Merger and becoming a wholly owned Subsidiary of Parent as a result of the Second Merger in accordance with the CICL; and

WHEREAS, the Company and Parent have required the Shareholders to enter into this Agreement as a condition to the Company's and Parent's entry into the Merger Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

#### ARTICLE I

##### DEFINITIONS AND TERMS

Section 1.01 Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Merger Agreement.

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Section 1.02 Interpretation.

(a) As used in this Agreement, references to the following terms have the meanings indicated: (i) to the Preamble or to the Recitals, Sections, Articles or Schedules are to the Preamble or a Recital, Section or Article of, or a Schedule to, this Agreement unless otherwise clearly indicated to the contrary; (ii) to any Contract (including this Agreement) or “organizational document” are to the Contract or organizational document as amended, modified, supplemented or replaced from time to time; (iii) to any Law are to such Law as amended, modified, supplemented or replaced from time to time and any rules or regulations promulgated thereunder and to any section of any Law including any successor to such section; (iv) to any Governmental Authority include any successor to the Governmental Authority and to any Affiliate include any successor to the Affiliate; (v) to any “copy” of any Contract or other document or instrument are to a true and complete copy thereof; (vi) to “hereof,” “herein,” “hereunder,” “hereby,” “herewith” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or clause of this Agreement, unless otherwise clearly indicated to the contrary; (vii) to the “date of this Agreement,” “the date hereof” and words of similar import refer to February 7, 2020; and (viii) to “this Agreement” includes the Schedule to this Agreement.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” The word “or” shall not be exclusive. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. All pronouns and variations of pronouns will be deemed to refer to the feminine, masculine or neuter, singular or plural, as the identity of the Person referred to may require. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(c) Whenever the last day for the exercise of any right or the discharge of any duty under this Agreement falls on a day other than a Business Day, the party hereto having such right or duty shall have until the next Business Day to exercise such right or discharge such duty. Unless otherwise indicated, the word “day” shall be interpreted as a calendar day.

(d) The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

(e) References to a “party” hereto means Parent, the Company or a Shareholder and references to “parties” hereto means Parent, the Company and the Shareholders unless the context otherwise requires.

(f) References to “dollars” or “\$” mean United States dollars, unless otherwise clearly indicated to the contrary.

(g) The parties hereto have participated jointly in the negotiation and drafting of this Agreement; consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

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(h) No summary of this Agreement prepared by or on behalf of any party hereto shall affect the meaning or interpretation of this Agreement.

(i) All capitalized terms used without definition in the Schedule to this Agreement shall have the meanings ascribed to such terms in this Agreement.

## ARTICLE II

### COVENANTS OF SHAREHOLDERS

#### Section 2.01 Agreement to Vote.

(a) During the period from the date of this Agreement until the Expiration Date, at every meeting of the shareholders of the Company called with respect to any of the following, and at every adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of the Company with respect to any of the following, each Shareholder shall appear at such meeting (in person or by proxy) or otherwise cause the Subject Shares that such Shareholder is entitled to vote to be counted as present thereat for the purpose of establishing a quorum and vote or cause to be voted at such meeting (or consent) such Subject Shares (i) unless the Company Special Committee has made an Adverse Recommendation Change that has not been rescinded or withdrawn, in favor of the approval of the Merger Agreement, the Mergers and the other transactions contemplated thereby, (ii) against any action or agreement that is recommended against by the Company Special Committee and that would reasonably be expected to impede, frustrate, interfere with, delay, postpone or adversely affect the consummation of the Mergers and the other transactions contemplated by the Merger Agreement and (iii) in the event that the Company Special Committee has made an Adverse Recommendation Change that has not been rescinded or otherwise withdrawn, in favor of the approval of the Merger Agreement, the Mergers and the other transactions contemplated thereby in the same proportion as the number of Shares owned by holders of Company Ordinary Shares (other than the Shareholders, William P. Foley, II and Richard N. Massey and the "Shareholders" under the Parent Subsidiaries Voting Agreement, the BilCar Voting Agreement and the Blackstone Voting Agreement (the "Unaffiliated Shareholders")) that are voted in favor of the approval of the Merger Agreement, the Mergers and the other transactions contemplated thereby bears to the total number of Shares owned by Unaffiliated Shareholders present (in person or by proxy) and voting at such meeting of the shareholders of the Company.

(b) Nothing contained in this Agreement shall be deemed to vest in the Company any direct or indirect ownership or incidence of ownership of any Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to the Shareholders.

(c) Notwithstanding anything herein to the contrary in this Agreement, neither this Section 2.01 nor Section 2.02 shall require any Shareholder to appear (in person or by proxy), provide any consent (or cause a consent to be provided) or vote (or cause to be voted), any of the Subject Shares and/or the Series A Shares, as applicable, to amend, modify or waive any provision of the Merger Agreement or the Series A Preferred Share Purchase Agreement in a manner that reduces the Exchange Ratio or the Cash Consideration, changes the form of the

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Merger Consideration (subject to the election and proration mechanism contemplated by the Merger Agreement) or the Purchase Price (as defined in the Series A Preferred Share Purchase Agreement) payable or otherwise adversely affects such Shareholder (in its capacity as such) in any material respect, and the Shareholder shall not be obligated to provide any consent (or cause a consent to be provided) or vote (or cause the Subject Shares and/or the Series A Shares, as applicable, to be voted) in favor of the adoption of the Merger Agreement if it is amended in any such respect.

(d) Notwithstanding anything to the contrary in this Agreement, each Shareholder shall remain free to vote (or execute consents or proxies with respect to) the Subject Shares and/or the Series A Shares, as applicable, with respect to any matter other than as set forth in Section 2.01(a), Section 2.01(b) or Section 2.02 in any manner such Shareholder deems appropriate, including in connection with the election of directors of the Company.

Section 2.02 Series A Shares Consent. Each Shareholder that beneficially owns Series A Shares (as indicated on Schedule I hereto) hereby (i) consents to and (ii) agrees that at every meeting of the holders of Series A Shares of the Company called with respect to the Merger Agreement, the Mergers and the other transactions contemplated thereby (including the treatment of the Series A Shares contemplated by the Series A Preferred Share Purchase Agreement), and at every adjournment or postponement thereof, and on every action or approval by written consent of the holders of Series A Shares of the Company with respect to the foregoing, each such Shareholder that beneficially own Series A Shares shall appear at such meeting (in person or by proxy) or otherwise cause the Series A Shares owned by such Shareholder to be counted as present thereat for the purpose of establishing a quorum and vote or cause to be voted at such meeting (or consent) the Series A Shares in favor of the approval of the Merger Agreement, the Mergers and the other transactions contemplated thereby (including the treatment of the Series A Shares contemplated by the Series A Preferred Share Purchase Agreement) and, to the extent, reasonably requested by the Company in writing, hereby agree to document such consent in a separate writing signed by the holders of the Series A Shares.

Section 2.03 Irrevocable Proxy. During the period from the date of this Agreement until the Expiration Date, each Shareholder hereby appoints the Company through any designee of the Company, and each of them individually, its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote such Shareholder's Company Ordinary Shares and Series A Shares, as applicable, at every meeting of the shareholders of the Company called with respect to any of the following, and at every adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of the Company with respect to any matter referred to in Section 2.01(a) or Section 2.02 but not, for the avoidance of doubt, any matter referred to in Section 2.01(c) or Section 2.01(d) without a Shareholder's prior written consent. This proxy and power of attorney is given by each such Shareholder in connection with, and in consideration of, the execution of the Merger Agreement by the Company and to secure the performance of the duties of such Shareholder under this Agreement. Each Shareholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by each Shareholder shall be irrevocable, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by a Shareholder with respect to any of the Subject Shares and the Series A Shares. The power of



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attorney granted by each Shareholder herein is a durable power of attorney and shall survive the dissolution, bankruptcy, death or incapacity of a Shareholder. Each Shareholder and the Company agree that the proxy granted by each Shareholder hereunder shall and does constitute a valid instrument of proxy for purposes of Article 26 of the Company Memorandum and the Company shall deposit this instrument at its Resisted Office so as to comply in all respects with the Company Memorandum for the purposes of all meetings (and adjournments and postponements thereof) contemplated hereby. The proxy and power of attorney granted by each Shareholder hereunder shall automatically terminate and be revoked upon termination of this Agreement pursuant to Section 4.01.

Section 2.04 Transfer and Other Restrictions. Except as permitted by the Series A Preferred Share Purchase Agreement, during the period from the date of this Agreement until the Expiration Date, the Shareholders shall not, directly or indirectly, (a) Transfer, or enter into any Contract, option or other arrangement or understanding with respect to the Transfer of any Subject Shares or the Series A Shares to any Person, (b) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, or grant a proxy or power of attorney with respect to any Subject Shares or the Series A Shares, in each case, that would restrict or interfere with the Shareholders' obligations pursuant to this Agreement or (c) enter into any agreement or undertaking, and shall not commit or agree to take any action that would restrict or interfere with such Shareholder's obligations pursuant to this Agreement.

Section 2.05 Waiver of Dissenter Rights. Each Shareholder hereby irrevocably and unconditionally waives any right to dissent with respect to the Subject Shares and Series A Shares, as applicable, from the First Merger and the transactions contemplated by the Merger Agreement under Section 238 of the CICL and agrees not to serve any notices of objection, notices of dissent or demands for fair value.

Section 2.06 Stock Dividends, etc. If between the date of this Agreement and the Effective Time the issued and outstanding Company Ordinary Shares shall have been changed into a different number of shares or a different class by reason of the occurrence or record date of any stock dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares or similar transaction, the terms "Owned Shares" and "Subject Shares" shall be appropriately adjusted to reflect such stock dividend, subdivision, reclassification, recapitalization, split, combination, exchange of shares or similar transaction.

Section 2.07 Fiduciary Responsibilities. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall apply to each Shareholder solely in its capacity as a holder of Ordinary Shares and not in any other capacity.

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## ARTICLE III

### REPRESENTATIONS AND WARRANTIES OF EACH SHAREHOLDER

Each Shareholder hereby represents and warrants, severally and not jointly, to the Company that:

Section 3.01 Organization. To the extent such Shareholder is not an individual, such Shareholder is duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept) under the Laws of the jurisdiction of its incorporation.

Section 3.02 Ownership of Owned Shares. Such Shareholder is the beneficial owner of the Owned Shares and/or the Series A Shares, as applicable, free and clear of all Liens, except for any Liens created by this Agreement or those imposed by applicable securities and insurance Laws. As of the date of this Agreement, the Shareholder does not beneficially own (within the meaning of Section 13 of the Exchange Act) any Company Ordinary Shares or other equity securities of the Company other than the Owned Shares and/or the Series A Shares, as applicable. Such Shareholder has the sole right to vote the Owned Shares and/or the Series A Shares, as applicable, and, except as contemplated by this Agreement, none of the Owned Shares and/or the Series A Shares, as applicable, are subject to any voting trust or other agreement with respect to the voting of the Owned Shares and/or the Series A Shares, as applicable. Such Shareholder has the sole right to dispose of the Owned Shares and/or the Series A Shares, as applicable, with no restrictions, subject to applicable securities Laws on its rights of disposition of the Owned Shares and/or the Series A Shares, as applicable. As of the date of this Agreement, except as contemplated by this Agreement and the Series A Preferred Share Purchase Agreement, (a) there are no agreements or arrangements of any kind, contingent or otherwise, obligating such Shareholder to sell, transfer, pledge, assign or otherwise dispose of (collectively, "Transfer") or cause to be Transferred any Owned Shares and/or the Series A Shares, as applicable, or otherwise relating to the Transfer of any Owned Shares and/or the Series A Shares, as applicable, and (b) no Person has any contractual or other right or obligation to purchase or otherwise acquire any of such Owned Shares and/or the Series A Shares, as applicable.

Section 3.03 Authority for Agreement. To the extent such Shareholder is not an individual, such Shareholder has all corporate necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by such Shareholder of this Agreement, and the performance by such Shareholder of its obligations hereunder, have been duly authorized by all necessary action, and no other proceedings on the part of such Shareholder are necessary to authorize this Agreement or to performance by such Shareholder of its obligations hereunder. This Agreement has been duly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms.

Section 3.04 No Conflicts; Governmental Approvals.

(a) The execution and delivery of this Agreement by such Shareholder do not, and the performance by such Shareholder of its obligations hereunder will not, (i) to the extent such Shareholder is not an individual, conflict with or violate any provision of the organizational documents of such Shareholder, (ii) assuming that all consents, approvals, authorizations and waivers contemplated by Section 3.04(b) have been obtained, and all filings described therein have been made, conflict with or violate any Law applicable to such Shareholder or by which any property or asset of such Shareholder is bound or affected, (iii) require any consent or other action by any Person under, result in a breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, give to others (immediately or

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with notice or lapse of time or both) any right of termination, amendment, acceleration or cancellation of, result (immediately or with notice or lapse of time or both) in triggering any payment or other obligations under, or result in the loss of any right or benefit to which such Shareholder is entitled under, any Contract to which such Shareholder is a party or by which such Shareholder, or any property or asset of such Shareholder, is bound or affected or (iv) result (immediately or with notice or lapse of time or both) in the creation of a Lien on any property or asset of such Shareholder, except in the case of clauses (ii), (iii) and (iv) for any such conflicts, violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be likely to have a material adverse effect on the ability of such Shareholder to perform its obligations hereunder.

(b) (i) The execution and delivery of this Agreement by such Shareholder do not, and (ii) the performance by such Shareholder of its obligations hereunder will not, require any action, consent, approval, authorization, waiver or permit of, or filing with or notification to, or registration or qualification with, any Governmental Authority, except in the case of clause (ii), for the avoidance of doubt, for applicable consents, approvals, authorizations and waivers contemplated by Section 4.05(b) of the Merger Agreement in connection with the divestiture by such Shareholder of its Shares at the Effective Time.

## ARTICLE IV

### TERMINATION, AMENDMENT AND WAIVER

Section 4.01 Termination. This Agreement and all rights and obligations of the parties hereunder shall automatically terminate, without further action by any party hereto, with respect to the Shareholders' obligations hereunder with respect to the Merger Agreement, the Mergers and the other transactions contemplated thereby upon the earliest to occur (the "Expiration Date") of (a) the Outside Termination Date, (b) the Effective Time, (c) the termination of the Merger Agreement in accordance with its terms, (d) with respect to any Shareholder, the mutual written agreement of such Shareholder, the Company and Parent and (e) with respect to any Shareholder, on the provision of written notice by such Shareholder within 10 business days of any amendment to the Merger Agreement in a manner such that the Shareholder would not be required to provide any consent (or cause a consent to be provided) or vote (or cause to be voted) in favor of the adoption of the Merger Agreement pursuant to Section 2.01(c).

Section 4.02 Effect of Termination. In the event of termination of this Agreement, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of the Company, Parent or the applicable Shareholders, except that (a) the provisions of this Section 4.02 and Article V shall survive termination and (b) nothing herein shall relieve any party from liability for any intentional and material breach of this Agreement or for fraud.

Section 4.03 Amendment. This Agreement may not be amended, changed or supplemented or otherwise modified except by an instrument in writing signed on behalf of all of the parties.

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Section 4.04 Extension; Waiver. Each of the parties may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties of the other parties contained in this Agreement or in any document delivered pursuant to this Agreement, or (c) waive compliance with any of the agreements or conditions of the other parties contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

## ARTICLE V

### GENERAL PROVISIONS

Section 5.01 Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated by this Agreement may only be brought against, the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party in this Agreement and not otherwise), no past, present or future director, manager, officer, employee, incorporator, member, partner, equityholder, Affiliate, agent, attorney, advisor, consultant or Representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of or made under this Agreement (whether for indemnification or otherwise) or of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated by this Agreement.

Section 5.02 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing (and made orally if so required pursuant to any Section of this Agreement) and shall be deemed given (and duly received) if delivered personally, sent by overnight courier (providing proof of delivery and confirmation of receipt by email notice to the applicable contact person) to the parties or sent by facsimile (providing proof of transmission and confirmation of transmission by email notice to the applicable contact person) at the following addresses or facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

if to Parent, to:

Fidelity National Financial, Inc.  
601 Riverside Ave.  
Jacksonville, FL 32204  
Facsimile: 702-243-3251  
Email: mgravelle@fnf.com  
Attention: General Counsel

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with a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Facsimile: 212-728-9642  
212-728-9662  
Email: adye@willkie.com  
ldelanoy@willkie.com  
Attention: Alexander M. Dye  
Laura L. Delanoy

if to the Company, to:

FGL Holdings  
601 Locust Street, 9th floor  
Des Moines, IA 50309  
Email: marhoun@fglife.bm  
Attention: General Counsel & Secretary

with a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, NY 10036  
Facsimile: 212-735-2000  
Email: todd.freed@skadden.com  
jon.hlafter@skadden.com  
Attention: Todd E. Freed  
Jon A. Hlafter

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022  
Facsimile: 212-446-4900  
Email: daniel.wolf@kirkland.com  
lauren.colasacco@kirkland.com  
Attention: Daniel E. Wolf, P.C.  
Lauren M. Colasacco, P.C.

if to a Shareholder, to:

To them at the address, facsimile number and email address set forth opposite such Shareholder's name on Schedule I.

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with a copy to (which shall not constitute notice):

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Facsimile: 212-291-9299  
Email: gerlacha@sullcrom.com  
Attention: C. Andrew Gerlach

Section 5.03 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (including by facsimile or other electronic transmission) to the other parties.

Section 5.04 Entire Agreement; No Third-Party Beneficiaries. This Agreement, the Series A Preferred Share Purchase Agreement and the Merger Agreement, (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement and (b) are not intended to and do not confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 5.05 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned or delegated, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 5.06 Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relating to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) shall be governed by and construed in accordance with the Laws of the State of Delaware, without respect to its applicable principles of conflicts of laws that might require the application of the laws of another jurisdiction. Notwithstanding the foregoing, the following matters arising out of or relating to this Agreement shall be construed, performed and enforced in accordance with the Laws of the Cayman Islands: the Mergers, the vesting of the rights, property, choses in action, business, undertaking, goodwill, benefits, immunities and privileges, contracts, obligations, claims, debts and liabilities of Merger Sub in the Company, the vesting of the rights, property, choses in action, business, undertaking, goodwill, benefits, immunities and privileges, contracts, obligations, claims, debts and liabilities of the Surviving Company in Merger Sub II, the cancellation of the shares, the rights provided in Section 238 of the CIGL, the fiduciary or other duties of the board of directors of the Company and the boards of directors of Merger Sub I and Merger Sub II and the internal corporate affairs of the Company, Merger Sub I and Merger Sub II.

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Section 5.07 Consent to Jurisdiction. Each of the parties hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction and venue of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery does not have jurisdiction over a particular matter, the Superior Court of the State of Delaware (and the Complex Commercial Litigation Division thereof if such division has jurisdiction over the particular matter), or if the Superior Court of the State of Delaware does not have jurisdiction, any federal court of the United States of America sitting in the State of Delaware) (“Delaware Courts”), and any appellate court from any decision thereof, in any Action arising out of or relating to this Agreement, including the negotiation, execution or performance of this Agreement and agrees that all claims in respect of any such Action shall be heard and determined in the Delaware Courts, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement in the Delaware Courts, including any objection based on its place of incorporation or domicile, (c) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in any such court and (d) agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties consents and agrees that service of process, summons, notice or document for any action permitted hereunder may be delivered by registered mail addressed to it at the applicable address set forth in Section 5.01 or in any other manner permitted by applicable Law.

Section 5.08 Waiver of Jury Trial. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY BE BASED UPON, ARISE OUT OF OR RELATED TO THIS AGREEMENT 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 FOR ANY DISPUTE BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY HEREOF OR ANY TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES CERTIFIES AND ACKNOWLEDGES THAT (A) NEITHER THE OTHER PARTIES NOR THEIR RESPECTIVE REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH OF THE PARTIES UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH OF THE PARTIES MAKES THIS WAIVER VOLUNTARILY AND (D) EACH OF THE PARTIES HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS Section 5.08. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 5.09 Specific Performance. The parties hereto agree that irreparable damage would occur and that the parties hereto would not have any adequate remedy at law in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached and that money damages or other legal remedies would not be an adequate remedy for any such failure to perform or breach. It is accordingly agreed that, without posting a bond or other undertaking, the parties hereto shall be entitled to injunctive or other

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equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Delaware Courts, this being in addition to any other remedy to which they are entitled at law or in equity. In the event that any such action is brought in equity to enforce the provisions of this Agreement, no party hereto will allege, and each party hereto hereby waives the defense or counterclaim, that there is an adequate remedy at law. The parties hereto further agree that (a) by seeking any remedy provided for in this Section 5.09, a party hereto shall not in any respect waive its right to seek any other form of relief that may be available to such party hereto under this Agreement and (b) nothing contained in this Section 5.09 shall require any party hereto to institute any action for (or limit such party's right to institute any action for) specific performance under this Section 5.09 before exercising any other right under this Agreement.

Section 5.10 Severability. If any term, provision, covenant or restriction of this Agreement is held by the Delaware Courts or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 5.11 Disclosure. The Shareholders hereby authorize the Company, Parent and Merger Sub to publish and disclose in any announcement or disclosure required by the SEC and in the Proxy Statement/Prospectus, the Registration Statement and filings with any Governmental Authority whose consent, approval, authorization or waiver is required to consummate the Merger, each Shareholder's identity and ownership of the Subject Shares and the Series A Shares and the nature of each Shareholder's obligations under this Agreement.

[Signature Pages Follow]



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

**FGL HOLDINGS**

By: /s/ Christopher O. Blunt

Name: Christopher O. Blunt

Title: President & Chief Executive Officer

[Signature Page to the Voting Agreement]

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**FIDELITY NATIONAL FINANCIAL, INC.**

By: /s/ Michael L. Gravelle

Name: Michael L. Gravelle

Title: EVP, General Counsel and Corporate Secretary

[Signature Page to the Voting Agreement]

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**GSO COF III AIV-5 LP**

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

By: /s/ Marisa J. Beeney

Name: Marisa J. 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 J. Beeney

Name: Marisa J. Beeney

Title: Authorized Signatory

**GSO CO-INVESTMENT FUND-D LP**

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

By: /s/ Marisa J. Beeney

Name: Marisa J. Beeney

Title: Authorized Signatory

**GSO CREDIT ALPHA FUND LP**

By: GSO Credit Alpha Associates LLC,  
its general partner

By: /s/ Marisa J. Beeney

Name: Marisa J. Beeney

Title: Authorized Signatory

[Signature Page to the Voting Agreement]

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**GSO AIGUILLE DES GRANDS MONTETS FUND II LP**

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

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

**GSO CHURCHILL PARTNERS LP**

By: GSO Churchill Associates LLC,  
its general partner

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

**GSO CREDIT-A PARTNERS LP**

By: GSO Capital Partners LP,  
its investment manager

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

[Signature Page to the Voting Agreement]

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**SCHEDULE I**

<b>Shareholder</b>	<b>Number of Company Ordinary Shares</b>	<b>Number of Series A Shares</b>	<b>Address</b>
GSO COF III AIV-5 LP	4,147,302	216,970	GSO Capital Partners LP
GSO COF III Co-Investment AIV-5 LP	1,442,118	75,443	345 Park Avenue
GSO Co-Investment Fund-D LP	50,912	2,659	New York, NY 10154
GSO Credit Alpha Fund LP	165,079	8,631	Email: robert.petrini@gsocap.com;
GSO Aiguille des Grands Montets Fund II LP	142,111	7,431	marisa.beeney@gsocap.com
GSO Churchill Partners LP	52,541	2,744	Attention: Robert Petrini; Marisa Beeney
GSO Credit-A Partners LP	113,921	5,954	
GSO Harrington Credit Alpha Fund (Cayman) L.P.	24,016	1,252	

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