

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

SCHEDULE 13D

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

BrightSphere Investment Group plc

(Name of Issuer)

Ordinary Shares, par value \$0.001 per share

(Title of Class of Securities)

G67506108

(CUSIP Number)

**Enrico Marini Fichera
HNA Capital (U.S.) Holding LLC
c/o HNA Capital International
1180 Avenue of the Americas
Suite 1801
New York, NY 10036
+1 (212) 335-2080**

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

November 16, 2018

(Date of Event Which Requires Filing of this Statement)

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

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

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

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

1. Names of Reporting Persons
HNA Group Co., Ltd.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

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

6. Citizenship or Place of Organization
People's Republic of China

7. Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
22,776,663

9. Sole Dispositive Power
0

10. Shared Dispositive Power
22,776,663

11. Aggregate Amount Beneficially Owned by Each Reporting Person
22,776,663

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

13. Percent of Class Represented by Amount in Row (11)
21.4%

14. Type of Reporting Person (See Instructions)
CO

1. Names of Reporting Persons
HNA Capital Group Co., Ltd.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

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

6. Citizenship or Place of Organization
People's Republic of China

7. Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
22,776,663

9. Sole Dispositive Power
0

10. Shared Dispositive Power
22,776,663

11. Aggregate Amount Beneficially Owned by Each Reporting Person
22,776,663

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

13. Percent of Class Represented by Amount in Row (11)
21.4%

14. Type of Reporting Person (See Instructions)
CO

1. Names of Reporting Persons
HNA Capital (Hong Kong) Holding Co., Ltd.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

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

6. Citizenship or Place of Organization
Hong Kong Special Administrative Region

7. Sole Voting Power
0

Number of Shares Beneficially Owned by Each Reporting Person With

8. Shared Voting Power
22,776,663

9. Sole Dispositive Power
0

10. Shared Dispositive Power
22,776,663

11. Aggregate Amount Beneficially Owned by Each Reporting Person
22,776,663

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

13. Percent of Class Represented by Amount in Row (11)
21.4%

14. Type of Reporting Person (See Instructions)
CO

1. Names of Reporting Persons
Aleron Investments, Ltd.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

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

6. Citizenship or Place of Organization
British Virgin Islands

7. Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
22,776,663

9. Sole Dispositive Power
0

10. Shared Dispositive Power
22,776,663

11. Aggregate Amount Beneficially Owned by Each Reporting Person
22,776,663

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

13. Percent of Class Represented by Amount in Row (11)
21.4%

14. Type of Reporting Person (See Instructions)
CO

1. Names of Reporting Persons
HNA Capital (U.S.) Holding LLC

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

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

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
22,776,663

9. Sole Dispositive Power
0

10. Shared Dispositive Power
22,776,663

11. Aggregate Amount Beneficially Owned by Each Reporting Person
22,776,663

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

13. Percent of Class Represented by Amount in Row (11)
21.4%

14. Type of Reporting Person (See Instructions)
CO

1. Names of Reporting Persons
HNA Eagle Holdco LLC

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
BK, AF

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

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
22,776,663

9. Sole Dispositive Power
0

10. Shared Dispositive Power
22,776,663

11. Aggregate Amount Beneficially Owned by Each Reporting Person
22,776,663

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

13. Percent of Class Represented by Amount in Row (11)
21.4%

14. Type of Reporting Person (See Instructions)
CO

ITEM 1. SECURITY AND ISSUER.

Item 1 of the Original Schedule 13D (as defined below) is hereby amended and restated as follows:

This Amendment No. 2 to the Schedule 13D (“Amendment No. 2”) amends and supplements the statement on Schedule 13D originally filed with the Securities and Exchange Commission (the “SEC”) on May 22, 2017 by the Reporting Persons (as defined below) relating to the ordinary shares, par value \$0.001 per share (“Ordinary Shares”), of BrightSphere Investment Group plc, a company incorporated and registered in England and Wales (formerly known as OM Asset Management plc) (the “Issuer”), as amended by Amendment No. 1 to the Schedule 13D, filed with the SEC on November 10, 2017 (together, the “Original Schedule 13D”). The principal executive offices of the Issuer are located at 5th Floor Millennium Bridge House, 2 Lambeth Hill, London EC4V 4GG. Except as otherwise specified in this Amendment No. 2, all items in the Original Schedule 13D are unchanged. Unless otherwise indicated, each capitalized term used but not defined herein shall have the meaning assigned to such term in the Original Schedule 13D.

ITEM 2. IDENTITY AND BACKGROUND.

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

(a) - (c), (f) This Amendment No. 2 is filed by (i) HNA Group Co., Ltd. (“HNA Group”), (ii) HNA Capital Group Co., Ltd. (“HNA Parent”), (iii) HNA Capital (Hong Kong) Holding Co., Ltd. (“HNA HK”), (iv) Aleron Investments, Ltd. (“Aleron”), (v) HNA Capital (U.S.) Holding LLC (“HNA Capital”) and (vi) HNA Eagle Holdco LLC (“HNA Eagle”) (each, a “Reporting Person” and collectively, the “Reporting Persons”). The Reporting Persons, together with Paulson (as defined below), may be deemed to be members of a “group” for purposes of Section 13(d)(3) of the Exchange Act as a result of Paulson’s nomination rights pursuant to the Share Purchase Agreement I and voting rights pursuant to the Share Purchase Agreement II (each as defined and described under Item 4 hereof). Neither the fact of this filing nor anything contained herein shall be deemed to be an admission by the Reporting Persons that such a group exists.

HNA Group is a People’s Republic of China (“PRC”) company. HNA Group is a conglomerate holding investments in airlines, hotels, shipping, logistics, banking and leasing companies. HNA Group is majority-owned by Hainan Traffic Administration Holding Co., Ltd., a PRC company (“Hainan Traffic”). Hainan Traffic is 50% owned by Sheng Tang Development (Yangpu) Co., Ltd., a PRC company (“Sheng Tang”). Sheng Tang is majority-owned by Hainan Province Cihang Foundation, a PRC non-profit organization (“Cihang”). None of Hainan Traffic, Sheng Tang or Cihang exercises control over HNA Group or has any voting or dispositive power with respect to any of the Ordinary Shares. The principal business address of HNA Group is HNA Building, No. 7 Guoxing Road, Haikou, 570203, People’s Republic of China.

HNA Parent is a PRC company and is 88.5% owned by HNA Group. HNA Parent is principally involved in the business of equipment leasing, asset management, insurance, investment banking, securities and credit services. The principal business address of HNA Parent is 23/F HNA Plaza, Jia No. 26 Xiaoyun Road, Chaoyang District, Beijing P.R. China, 100125.

HNA HK is a Hong Kong company and a wholly-owned subsidiary of HNA Parent. HNA HK is principally an investment holding company. The principal business address of HNA HK is RM2103, Futura Plaza, 111 How Ming Street, Kwun Tong, Hong Kong.

Aleron is a limited company organized under the laws of the British Virgin Islands and a wholly-owned subsidiary of HNA HK. Aleron is principally an investment holding company. The principal business address of Aleron is 23/F HNA Plaza, Jia No. 26 Xiaoyun Road, Chaoyang District, Beijing P.R. China, 100125.

HNA Capital is a Delaware limited liability company and a direct wholly-owned subsidiary of Aleron. HNA Capital is principally in the business of making investments in financial services companies and real estate. The principal business address of HNA Capital is 1180 Avenue of the Americas, Suite 1801, New York, NY 10036.

HNA Eagle is a Delaware limited liability company and a direct wholly-owned subsidiary of HNA Capital. HNA Eagle is a holding entity formed for the purpose of consummating the transactions described in this Statement. The principal business address of HNA Eagle is 1180 Avenue of the Americas, Suite 1801, New York, NY 10036.

(d) During the last five years, none of the Reporting Persons nor, to their knowledge, any of their directors or executive officers, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons nor, to their knowledge, any of their directors or executive officers, 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, U.S. federal or state securities laws or finding any violations with respect to such laws.

The name, business address, present principal occupation or employment and citizenship of each director and executive officer of each Reporting Person are set forth on Schedule A attached hereto, and Schedule A is incorporated herein by reference.

ITEM 4. PURPOSE OF TRANSACTION.

Item 4 of the Original Schedule 13D is hereby amended and restated as follows:

The purpose of the transactions described in this Amendment No. 2 is for the Reporting Persons to divest their interest in the Issuer. The Reporting Persons have privately sold (the “Sale”) 4,598,566 Ordinary Shares of the Issuer directly held by HNA Eagle (the “Shares”) to Paulson & Co., Inc., a Delaware corporation (“Paulson”). The Reporting Persons have also agreed to sell to Paulson (the “Second Sale”) a number of additional Ordinary Shares that, when combined with the Ordinary Shares Paulson owns after the Sale, will equal 24.95% of the outstanding Ordinary Shares (the “Additional Shares”). The Reporting Persons intend to dispose of any remaining Ordinary Shares that they will beneficially own after the Second Sale in due course in a manner to be determined.

Share Purchase Agreements

On November 16, 2018, HNA Eagle, HNA Capital and Paulson signed a share purchase agreement pursuant to which HNA Eagle sold the Shares to Paulson (the “Share Purchase Agreement I”). The purchase price for the Shares was \$12.80 per Share. The Sale closed on November 19, 2018. Pursuant to the the Share Purchase Agreement I, HNA Eagle agreed to use its rights under the Shareholder Agreement to appoint two directors to the board of directors of the Issuer (the “Board”) as described below.

On November 16, 2018, HNA Eagle, HNA Capital and Paulson signed a second share purchase agreement with Paulson to make the Second Sale of the Additional Shares (the “Share Purchase Agreement II”). The purchase price for the Additional Shares will be \$13.95 per Additional Share. The Second Sale will close after Paulson has received the requisite regulatory approvals to complete the Second Sale. HNA Eagle has agreed to for the period from signing to closing (i) not sell any of the Ordinary Shares of the Issuer that it directly holds, (ii) vote its remaining shares in accordance with instructions from Paulson and (iii) not take any action that would reasonably be expected to cause any “moratorium”, “control share”, “fair price”, “takeover” or “interested stockholder” Law (as defined in the Share Purchase Agreement II) to become applicable to the Share Purchase Agreement II.

Board Representation

As described in Item 6 of the Original Schedule 13D, pursuant to the Share Purchase Agreement, Old Mutual and OM Group UK (each as defined in Item 6) assigned to HNA Eagle the right to designate two directors to the Board. HNA Eagle has exercised its rights under the Shareholder Agreement, as directed by Paulson pursuant to the Share Purchase Agreement I, to appoint John Paulson and Guang Yang to the Board. Mr. Paulson and Mr. Yang have replaced HNA Eagle’s previously appointed directors, Xiaofeng Chen and Enrico Marini Fichera, who HNA Eagle appointed on September 7, 2018 and August 15, 2018,

respectively.

Other

Until the consummation of the Share Purchase Agreement II, the Reporting Persons intend to review their investment in the Issuer. The Reporting Persons may communicate with the Board, members of management and/or other shareholders from time to time with respect to operational, strategic, financial or governance matters, or otherwise work with management and the Board with a view to maximizing shareholder value. Notwithstanding anything contained herein, the Reporting Persons specifically reserve the right to change their intention with respect to any or all of such matters.

The Reporting Persons do not have any other present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D, although the Reporting Persons, at any time and from time to time, may review, reconsider and change their position and/or change their purpose and/or develop such plans and may seek to influence the Board or management of the Issuer with respect to the business and affairs of the Issuer and may from time to time consider pursuing or proposing such matters with advisors, the Issuer or other persons.

The information set forth in Item 6 of the Original Schedule 13D is incorporated herein by reference to the extent applicable.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

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

(a) and (b) (b) The responses of the Reporting Persons to Rows 7 through 13 of the cover pages of this Amendment No. 2 are incorporated herein by reference. As of the date hereof, HNA Eagle is the direct owner of, and may be deemed to have shared voting and dispositive power with respect to, and each other Reporting Person may be deemed to beneficially own and have shared voting and dispositive power with respect to, 22,776,663 Ordinary Shares, representing approximately 21.4% of the outstanding Ordinary Shares (such percentage being based on 106,337,038 Ordinary Shares outstanding as of November 5, 2018, as reported in the Issuer's quarterly report on Form 10-Q for the quarterly period ended September 30, 2018 filed with the SEC on November 8, 2018). To the knowledge of the Reporting Persons, none of the persons set forth on Schedule A attached hereto beneficially owns any Ordinary Shares.

(c) Except as set forth in this Amendment No. 2, no Reporting Person or, to the best knowledge of the Reporting Persons, any other person identified on Schedule A hereto, has effected any transaction in the Ordinary Shares in the 60 days preceding the date hereof.

(d) Not applicable.

(e) Not applicable.

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

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

The information set forth in Item 4 of this Amendment No. 2 is incorporated herein by reference to the extent applicable.

The foregoing descriptions of the terms and conditions of the Share Purchase Agreement I and the Share Purchase Agreement II do not purport to be complete and are qualified in their entirety by reference to the full text of each respective document, attached hereto as Exhibits E and F, and are herein incorporated by reference.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Item 7 of the Original Schedule 13D is hereby amended and restated as follows:

Exhibit A Joint Filing Agreement, dated as of May 22, 2017, by and among the Reporting Persons (filed with the Original Schedule 13D).

Exhibit B Share Purchase Agreement, dated as of March 24, 2017, among HNA Capital (U.S.) Holding LLC, Old Mutual plc and OM Group (UK) Limited (filed with the Original Schedule 13D).

Exhibit C Registration Rights Agreement, dated as of October 8, 2014, among OM Asset Management plc, OM Group (UK) Limited and Old Mutual plc (incorporated herein by reference to Exhibit 10.5 to Current Report on Form 8-K filed on October 20, 2014).

Exhibit D Shareholder Agreement, dated as of October 8, 2014, among OM Asset Management plc and Old Mutual plc (certain provisions of which were assigned to HNA Capital (U.S.) Holding LLC) (incorporated by reference to Exhibit 10.6 to the Issuer's Current Report on Form 8-K filed with the SEC on October 20, 2014).

Exhibit E Share Purchase Agreement, dated as of November 16, 2018, by and among HNA Eagle Holdco LLC, HNA Capital (U.S.) Holding LLC and Paulson & Co., Inc. (filed herewith).

Exhibit F Share Purchase Agreement, dated as of November 16, 2018, by and among HNA Eagle Holdco LLC, HNA Capital (U.S.) Holding LLC and Paulson & Co., Inc. (filed herewith).

SIGNATURES

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

Dated: November 19, 2018

HNA Group Co., Ltd.

By: /s/ Xiaofeng Chen

Name: Xiaofeng Chen

Title: Board Director and Vice Chief Executive Officer, HNA Group Co., Ltd

HNA Capital Group Co., Ltd.

By: /s/ Chuan Jin

Name: Chuan Jin

Title: President, HNA Capital Group Co., Ltd; Executive Chairman of the Board of Directors of HNA Capital Group Co., Ltd.

HNA Capital (Hong Kong) Holding Co., Ltd.

By: /s/ Zhisheng Tong

Name: Zhisheng Tong

Title: Board Director, HNA Capital (Hong Kong) Holding Co., Ltd .

Aleron Investments, Ltd.

By: /s/ Kai Ren

Name: Kai Ren

Title: Board Director, Aleron Investments, Ltd.; Chief Financial Officer of HNA Capital Group Co., Ltd.

HNA Capital (U.S.) Holding LLC

By: /s/ Enrico Marini Fichera

Name: Enrico Marini Fichera

Title: Chief Executive Officer

HNA Eagle Holdco LLC

By: /s/ Enrico Marini Fichera

Name: Enrico Marini Fichera

Title: Chief Executive Officer

1. HNA Group Co., Ltd.

The name, country of citizenship and current principal occupation of each director and executive officer of HNA Group Co., Ltd. (“HNA Group”) are set forth below. Unless otherwise indicated, each occupation set forth opposite an individual’s name refers to HNA Group. The business address of each director and executive officer is HNA Building, No. 7 Guoxing Road, Haikou, Hainan Province, the People’s Republic of China. Unless otherwise indicated below, all of the persons listed below are citizens of the People’s Republic of China. Directors are identified by an asterisk.

Name	Current Principal Occupation or Employment
Feng Chen*	Chairman of the Board of Directors
Xiangdong Tan*	Vice Chairman of the Board of Directors and Chief Executive Officer (United States citizen)
Xianhua Li*	Vice Chairman of the Board of Directors
Ling Zhang*	Vice Chairman of the Board of Directors and President
Xiaofeng Chen*	Board Director and Vice Chief Executive Officer; Chairman of the Board of Directors of HNA Group North America LLC (United States citizen)
Wenli Chen*	Board Director
Qijun Huang*	Board Director; Chairman of the Board of Directors of HNA Logistics Group Co., Ltd.
Liang Tang*	Chairman of the Board of Directors of HNA Capital Group Co., Ltd.
Fu Tong*	Chairman of the Board of Directors of HNA Technology Group Co., Ltd.
Qifa Bao*	Chairman of the Board of Directors of HNA Aviation Group Co., Ltd.
Xiaoming Li*	Non-Executive Board Director
Quan Zhao*	Non-Executive Board Director

2. HNA Capital Group Co., Ltd.

The name, country of citizenship and current principal occupation of each director and executive officer of HNA Capital Group Co., Ltd. (“HNA Parent”) are set forth below. Each occupation set forth opposite an individual’s name refers to HNA Parent. The business address of each director and executive officer is 23/F HNA Plaza, Jia No. 26 Xiaoyun Road, Chaoyang District, Beijing P.R. China, 100125, the People’s Republic of China. Unless otherwise indicated below, all of the persons listed below are citizens of the People’s Republic of China. Directors are identified by an asterisk.

Name	Current Principal Occupation or Employment
Liang Tang*	Chairman of the Board of Directors of HNA Capital Group Co., Ltd.
Chuan Jin*	Executive Chairman of the Board of Directors of HNA Capital Group Co., Ltd.; President of HNA Capital Group Co., Ltd.
Gang Xu*	Vice Chairman of the Board of Directors of HNA Capital Group Co., Ltd.
Yiqun Zhuo*	Vice Chairman of the Board of Directors of HNA Capital Group Co., Ltd.
Xiaoyun Cheng*	Member of the Board of Directors; Vice President of HNA Capital Group Co., Ltd.
Liwei Tian	Chief Supervisor of HNA Capital Group Co., Ltd.
Xi Jin	Vice President of HNA Capital Group Co., Ltd.
Kai Ren	Chief Financial Officer of HNA Capital Group Co., Ltd.
Bin Shang	Assistant President of HNA Capital Group Co., Ltd.

3. HNA Capital (Hong Kong) Holding Co., Ltd.

The name, country of citizenship and current principal occupation of each director of HNA Capital (Hong Kong) Holding Co., Ltd. (“HNA HK”), are set forth below. The business address of each director is RM2103, Futura Plaza, 111 How Ming Street, Kwun Tong, Hong Kong. Unless otherwise indicated below, all of the persons listed below are citizens of the People’s Republic of China. Directors are identified by an asterisk.

Name	Current Principal Occupation or Employment
Zhisheng Tong*	Board Director of HNA Capital (Hong Kong) Holding Co., Ltd.
Xiaoyun Cheng*	Board Director of HNA Capital (Hong Kong) Holding Co., Ltd.
Bin Shang*	Board Director of HNA Capital (Hong Kong) Holding Co., Ltd.

4. Aleron Investments, Ltd.

The name, country of citizenship and current principal occupation of each director of Aleron Investments, Ltd. (“Aleron”) is set forth below. The business address of each director is 23/F HNA Plaza, Jia No. 26 Xiaoyun Road, Chaoyang District, Beijing P.R. China, 100125. Each director is a citizen of the People’s Republic of China. Directors are identified by an asterisk.

Name	Current Principal Occupation or Employment
Kai Ren*	Board Director of Aleron Investments, Ltd.
Zhisheng Tong*	Board Director of Aleron Investments, Ltd.

5. HNA Capital (U.S.) Holding LLC

The name, country of citizenship and current principal occupation of the sole executive officer of HNA Capital (U.S.) Holding LLC (“HNA Capital”) is set forth below. The business address of the sole executive officer is 1180 Avenue of the Americas, Suite 1801, New York, NY 10036.

Name	Current Principal Occupation or Employment
Enrico Marini Fichera	Chief Executive Officer of HNA Capital (U.S.) Holding LLC (United States citizen)

6. HNA Eagle Holdco LLC

The name, country of citizenship and current principal occupation of the sole executive officer of HNA Eagle Holdco LLC (“HNA Eagle”) is set forth below. The business address of the sole executive officer is 1180 Avenue of the Americas, Suite 1801, New York, NY 10036. The sole executive officer is a citizen of the United States.

<u>Name</u>	<u>Current Principal Occupation or Employment</u>
Enrico Marini Fichera	Chief Executive Officer of HNA Eagle Holdco LLC (United States citizen)

SHARE PURCHASE AGREEMENT

BY AND AMONG

HNA EAGLE HOLDCO LLC,

HNA CAPITAL (U.S.) HOLDING LLC

AND

PAULSON & CO., INC.

DATED AS OF NOVEMBER 16, 2018

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SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT, dated as of November 16, 2018 (this “**Agreement**”), by and among Paulson & Co., Inc., a Delaware corporation (“**Buyer**”), and HNA Eagle Holdco LLC, a Delaware limited liability company (“**HNA**”), and HNA Capital (U.S.) Holding LLC, a Delaware limited liability company (“**Parent**”).

WITNESSETH:

WHEREAS, HNA owns 27,375,229 ordinary shares, nominal value \$0.001 per share (“**Shares**”) of BrightSphere Investment Group plc, f/k/a OM Asset Management plc, a corporation organized under the laws of England and Wales (the “**Company**”);

WHEREAS, Buyer owns 611,948 Shares (the “**Buyer Shares**”);

WHEREAS, Buyer desires to acquire from HNA a number of Shares that, together with the Buyer Shares, will represent 4.90% of the economic and voting power of the outstanding Shares, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the boards of directors of Buyer and HNA have determined that it is in the best interests of their respective companies and equityholders to consummate a transaction in which, among other things, HNA will sell, and Buyer will purchase, at the Closing, 4,598,566 Shares (the “**Purchased Shares**”, and such sale and purchase of Purchased Shares, the “**Acquisition**”) (as such number of Shares may be adjusted pursuant to any stock/share split, reverse stock split, share consolidation, share subdivision, share bonus issue, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the number of Shares issued and outstanding after the date hereof) pursuant to this Agreement; and

WHEREAS, the parties desire to make certain representations, warranties and agreements in connection with the Acquisition and also to prescribe certain conditions to the Acquisition.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
SALE AND PURCHASE OF THE COMPANY SHARES

1.1 Sale and Purchase of the Company Shares. Subject to the terms and conditions of this Agreement, HNA agrees to sell, assign and transfer to Buyer, at the Closing, and Buyer agrees to purchase from HNA at the Closing, the Purchased Shares free and clear of any Liens (other than any (i) restrictions under applicable securities Laws or (ii) Liens created by this Agreement) and with all rights then attaching to them including the right to receive all distributions and dividends declared, paid or made in respect of the Purchased Shares after the date hereof, except for dividends made by the Company in the Ordinary Course with a record date preceding the Closing Date.

1.2 Purchase Consideration.

(a) The purchase price payable by Buyer for the Purchased Shares shall consist of an amount in cash (the “ **Consideration** ”) equal to the product of (i) the aggregate number of Purchased Shares and (ii) \$12.80.

(b) The price per Share used in either or both (as applicable) of the calculation(s) of the Consideration shall be adjusted appropriately, if necessary, to reflect the effect of any stock/share split, reverse stock split, share consolidation, share subdivision, share bonus issue, reorganization, recapitalization, reclassification, combination, spinoff, acquisition, extraordinary transaction, exchange of shares or other like change with respect to the number of Shares issued and outstanding after the date hereof and prior to the Closing.

1.3 The Closing. Subject to the terms and conditions of this Agreement and unless a different date is agreed to by the parties hereto, the closing of the sale and purchase of the Purchased Shares (the “ **Closing** ”) shall take place on the date which is the third (3rd) Business Day after the date of this Agreement at the offices of White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020-1095 (the date that the Closing occurs, the “ **Closing Date** ”).

1.4 Deliveries at the Closings.

(a) At the Closing:

(i) Buyer shall:

(1) deliver to HNA the Consideration by (i) payment of the HNA Expenses by one or more Wire Transfers to an account or accounts designated by HNA to Buyer at least one (1) Business Day prior to such Closing Date and (ii) to the extent of any excess, paying such excess to HNA by applying amount of such excess to reduce the principal amount payable by HNA under the MLA; and

(2) deliver to HNA the certificate contemplated by Section 7.3(a) and 7.3(b).

(ii) HNA shall:

(1) cause to be delivered to Buyer, through the facilities of the Depository Trust Company, the Purchased Shares; and

(2) deliver to Buyer the certificate contemplated by Section 7.2(a) and 7.2(b).

ARTICLE II
REPRESENTATIONS AND WARRANTIES RELATED TO HNA

As of the date hereof and as of the Closing Date, HNA hereby represents and warrants to Buyer as follows:

2.1 Corporate Organization. HNA is a limited liability company validly incorporated, validly existing and duly registered under the Laws of the State of Delaware. HNA has the requisite company power and authority to own, lease or operate all of its properties and assets and to carry on its business as it is now being conducted, and is duly authorized, licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not, either individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of HNA to perform its obligations hereunder.

2.2 Authority: No Violation.

(a) HNA has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Acquisition and the other transactions contemplated hereby have been duly and validly approved by the board of directors of HNA, and no other corporate or other proceedings on the part of HNA or its Affiliates are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by HNA and (assuming due authorization, execution and delivery by Buyer) constitutes a legal, valid and binding obligation of HNA, enforceable against HNA in accordance with its terms (except in all cases as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or similar Laws affecting the rights of creditors generally, and the availability of equitable remedies (the “**Enforceability Exceptions**”).

(b) None of the execution and delivery of this Agreement by HNA, the consummation by HNA of the transactions contemplated hereby, or the compliance by HNA with any of the terms or provisions hereof, will, with or without the giving of notice, the termination of any grace period: (i) violate, conflict with, or result in a breach or default under any provision of its Organizational Documents, or (ii) (x) violate any Law or injunction applicable to HNA or any of its Affiliates or any of its respective properties or assets or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination, cancellation, redemption or payment under, accelerate the performance required by, or result in the creation of any Lien (or have any such result upon notice or lapse of time, or both) upon any of the respective properties or assets of HNA or any of its Subsidiaries under, any of the terms, conditions or provisions of any Contract to which HNA or any of its respective Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound, except (in the case of clause (ii) above) for such violations, conflicts, breaches or defaults which would not, either individually or in the aggregate, reasonably be expected to prevent or delay or impair the ability of HNA to perform its

obligations hereunder. HNA has delivered to Buyer true, correct and complete copies of all HNA's material contracts.

2.3 Consents and Approvals. Except for the consents, authorizations, approvals, filings and registrations, the failure of which to obtain or make would not, either individually or in the aggregate, reasonably be expected to prevent or delay the ability of HNA to perform its obligations hereunder, to the knowledge of HNA, no consents or approvals of or filings or registrations with any government (including any state, provincial or political subdivision thereto), court, regulator, administrative agency or commission or other governmental authority or instrumentality or market, trading platform, clearing house or self-regulatory organization (each a "Governmental Entity") are necessary in connection with (A) the execution and delivery by HNA of this Agreement or (B) the consummation by HNA of the Acquisition and the other transactions contemplated hereby.

2.4 Ownership of Company Shares.

(a) As of the date hereof and as of the Closing Date, (i) all of the Purchased Shares are owned by HNA and (ii) HNA is entitled to transfer the full ownership of the Purchased Shares to Buyer on the terms set out in this Agreement free and clear of all Liens (other than any (x) restrictions under applicable securities Laws and (y) Liens created by this Agreement).

(b) Upon delivery of the Company Shares to Buyer as contemplated by this Agreement, HNA will convey to Buyer good and valid title to the Company Shares, free and clear of any Liens (other than any (i) restrictions under applicable securities Laws or (ii) Liens created by this Agreement).

2.5 Legal Proceedings. HNA and its Affiliates are not a party to, and there are no pending or, to the knowledge of HNA, threatened, legal, administrative, arbitral or other proceedings, claims, suits, actions, settlements, orders, judgments, rulings or decrees or governmental or regulatory investigations of any nature that could, either individually or in the aggregate, reasonably be expected to prevent or delay or impair the ability of HNA to perform its obligations hereunder.

2.6 Broker's Fees. Neither HNA nor any of its Subsidiaries nor any of their respective officers or directors has employed any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Acquisition or the other transactions contemplated by this Agreement for which Buyer could be responsible.

2.7 No Assignment of Shareholder Agreement. HNA has not now or previously assigned any of its rights under the Shareholder Agreement pursuant to Section 9.15 thereof or otherwise.

2.8 No Legends. All Purchased Shares will be free from legends when delivered to Buyer.

2.9 Anti-Money Laundering Laws, Anti-Terrorism Laws and Similar Laws.

(a) None of HNA, any person directly or indirectly controlling or controlled by HNA, or, to HNA's knowledge, after reasonable review of publicly available information, any of HNA's beneficial owners is included on a Government List or is owned in any amount or controlled by any person on a Government List, as amended from time to time.

(b) None of HNA, any person directly or indirectly controlling or controlled by HNA, or, to HNA's knowledge, after reasonable review of publicly available information, any of HNA's beneficial owners is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on any Government List, as amended from time to time.

(c) None of the funds used in 2017 to purchase the Shares were knowingly derived from any activities that contravene applicable Laws concerning money laundering, terrorism, narcotics trafficking or bribery, or from any person, entity, country, or territory on a Government List.

2.10 OFAC. None of HNA, any of its Subsidiaries or any officers, directors, Affiliates, agents, advisors, employees and representatives (collectively, "**Representatives**") of HNA or any of its Subsidiaries is a person, or is controlled by a person that is, currently the subject or target of any sanctions administered or enforced by the U.S. government, including the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the United Nations Security Council ("**UNSC**"), the European Union, Her Majesty's Treasury ("**HMT**"), or other relevant sanctions authority (collectively, "**Sanctions**"), nor is HNA located, organized or resident in a country or territory that is the subject of Sanctions. During the five years prior to the date hereof, HNA and its Subsidiaries have not knowingly engaged in, and are not now knowingly engaged in, any dealings or transactions with any person, or in any country or territory, that is or at the time of the dealing or transaction was the subject of Sanctions.

2.11 Foreign Corrupt Practices Act. None one of HNA, any of its Affiliates or any director, officer, agent, employee, or other person acting on behalf of the same is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**") or the Bribery Act of 2010 of the United Kingdom, as amended, and the rules and regulations thereunder (the "**UK Bribery Act**"), including making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA), "foreign public official" (as such term is defined in the UK Bribery Act) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA or the UK Bribery Act.

2.12 No Other Representations or Warranties.

(a) Except for the representations and warranties made by HNA in this Article II, HNA makes no express or implied representation or warranty with respect to HNA or its Affiliates or the Company or its Subsidiaries or Affiliates, or their respective businesses,

operations, assets, liabilities, conditions (financial or otherwise) or prospects, and HNA hereby disclaims any such other representations or warranties.

(b) HNA acknowledges and agrees that neither Buyer nor any other person has made or is making any express or implied representation or warranty other than those contained in Article IV.

ARTICLE III
[RESERVED]

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

As of the date hereof and as of the Closing Date, Buyer hereby represents and warrants to HNA as follows:

4.1 Corporate Organization. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer has the requisite company power and authority to own, lease or operate all of its properties and assets and to carry on its business as it is now being conducted, and is duly authorized, licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not, either individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Buyer to perform its obligations hereunder.

4.2 Authority: No Violation.

(a) Buyer has full company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Acquisition and the other transactions contemplated hereby has been duly and validly approved by the board of directors of Buyer, and no other corporate or other proceedings on the part of Buyer or its Affiliates are necessary to approve this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and (assuming due authorization, execution and delivery by HNA) constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms (except in all cases as such enforceability may be limited by the Enforceability Exceptions).

(b) None of the execution and delivery of this Agreement by Buyer, the consummation by Buyer of the transactions contemplated hereby, or the compliance by Buyer with any of the terms or provisions hereof, will, with or without the giving of notice, the termination of any grace period or both: (i) violate any provision, conflict with, or result in a breach or default under of the Organizational Documents of Buyer or any of its Subsidiaries, or (ii) assuming that the consents, approvals and waiting periods referred to in Section 4.3(a), if any, are duly obtained or satisfied, (x) violate any Law or injunction applicable to Buyer, any of its Subsidiaries or any of their respective properties or assets or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event

which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination, cancellation, redemption or payment under, accelerate the performance required by, or result in the creation of any Lien (or have any such result upon notice or lapse of time, or both) upon any of the respective properties or assets of Buyer or any of its Subsidiaries under, any of the terms, conditions or provisions of any Contract to which Buyer or any of its Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound, except (in the case of clauses (x) and (y) above) for such violations, conflicts, breaches or defaults which would not, either individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Buyer to perform its obligations hereunder.

4.3 Consents and Approvals.

(a) Except for the consents, authorizations, approvals, filings and registrations, the failure of which to obtain or make would not, either individually or in the aggregate, reasonably be expected to prevent or delay the ability of Buyer to perform its obligations hereunder, to the knowledge of Buyer, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with (x) the execution and delivery by Buyer of this Agreement or (y) the consummation by Buyer of the Acquisition and the other transactions contemplated hereby.

(b) As of the date hereof, neither Buyer nor any of its Affiliates own, or have any other agreements or arrangements with respect to the acquisition of, or obtaining any economic interest in, any right to direct the voting or disposition of, or any other right with respect to, any Shares.

4.4 Broker's Fees. Neither Buyer nor any Buyer Subsidiary nor any of their respective officers or directors has employed any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Acquisition or the other transactions contemplated by this Agreement.

4.5 Legal Proceedings. Neither Buyer nor any of its Subsidiaries is a party to any, and there are no pending or, to Buyer's knowledge, threatened, legal, administrative, arbitral or other proceedings, claims, suits, actions, settlements, orders, judgments, rulings or decrees or governmental or regulatory investigations of any nature against Buyer or any of its Subsidiaries or any of their current or former directors or executive officers that would, either individually or in the aggregate, reasonably be expected to prevent or materially delay or materially impair the ability of Buyer to consummate the transactions contemplated by this Agreement.

4.6 Available Funds. Buyer has, on the date hereof, the financial capability and all sufficient cash on hand necessary to consummate the transactions contemplated by this Agreement, and satisfy all of the payment obligations of Buyer under this Agreement, on the terms and subject to the conditions set forth herein.

4.7 [RESERVED.]

4.8 Regulatory Approvals. As of the date hereof, no Governmental Entity has denied approval of, or imposed any conditions upon (other than customary conditions), any transaction to which Buyer or any of its Affiliates was a party.

4.9 Accredited Investor Status. Buyer is an “accredited investor,” as such term is defined in Rule 501 promulgated by the SEC under the Securities Act of 1933, as amended (the “**Securities Act**”), as amended. Buyer is purchasing the Purchased Shares for its own account, for investment purposes only, and not for, with a view to, or in connection with the resale or other distribution thereof, in whole or in part. Buyer understands and agrees that (i) the Acquisition is taking place pursuant to an exemption from registration under the Securities Act and (ii) the Purchased Shares will be restricted securities as defined in the rules under the Securities Act and may not be sold, transferred or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from such registration available under the Securities Act, and subject to applicable state securities Laws and regulations. Buyer (either alone or together with its advisors) has sufficient knowledge, skill, sophistication and experience in financial, investment and business matters so as to be capable of evaluating the merits and risks of its investment in the purchased Shares and is capable of bearing the economic risks of holding such investment for an indefinite period, including a complete loss of its investment, and protecting its interests in connection with its investment in the Purchased Shares.

4.10 Anti-Money Laundering Laws, Anti-Terrorism Laws and Similar Laws.

(a) None of Buyer, any person directly or indirectly controlling or controlled by Buyer, or, to Buyer’s knowledge, after reasonable review of publicly available information, any of Buyer’s beneficial owners is included on a Government List or is owned in any amount or controlled by any person on a Government List, as amended from time to time.

(b) None of Buyer, any person directly or indirectly controlling or controlled by Buyer, or, to Buyer’s knowledge, after reasonable review of publicly available information, any of Buyer’s beneficial owners is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on any Government List, as amended from time to time.

(c) None of the funds used to purchase the Purchased Shares or in connection with the transactions contemplated hereby shall be knowingly derived from any activities that contravene applicable Laws concerning money laundering, terrorism, narcotics trafficking or bribery, or from any person, entity, country, or territory on a Government List.

4.11 Acknowledgement. Subject to Section 2.9, Buyer acknowledges and understands that certain employees of HNA or its Affiliates may, solely because of their role as a director of the Company, possess (and may hereinafter possess) material nonpublic information of the Company not known to Buyer that may impact the value of the Shares and that may be material to a decision regarding an investment in Shares (the “**Information**”) and that HNA may be legally prohibited from disclosing this Information to anyone outside of the Company.

4.12 No Other Representations or Warranties .

(a) Except for the representations and warranties made by Buyer in this Article IV, neither Buyer nor any other person makes any express or implied representation or warranty with respect to Buyer, its Subsidiaries or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and Buyer hereby disclaims any such other representations or warranties.

(b) Buyer acknowledges and agrees that neither HNA nor any other person has made or is making any express or implied representation or warranty other than those contained in Article II.

ARTICLE V
[RESERVED]

ARTICLE VI
ADDITIONAL AGREEMENTS

6.1 Additional Agreements . In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each party to this Agreement shall use reasonable best efforts to take, or cause to be taken, all such necessary action as may be reasonably requested by any other party to this Agreement.

6.2 [RESERVED]

6.3 Company Board of Directors . No later than two Business Days following the Closing, HNA shall designate two individuals selected by Buyer and identified on Schedule 6.3 to be appointed as a Director of the Company (as defined in the Shareholder Agreement) (the “ **Buyer Directors** ”).

6.4 Important Rights . During the period from the date hereof to the Closing or the earlier termination of this Agreement, HNA will use its best efforts to preserve, maintain, protect and defend (including, if necessary, through litigation) for future transfer to Buyer all rights that it has under the Shareholders Agreement and the Registration Rights Agreement; provided , that (i) HNA shall not be required to initiate any litigation against the Company and (ii) in connection with its obligations under this Section 6.4, HNA shall not be required to spend more than \$500,000 in the aggregate.

ARTICLE VII
CONDITIONS PRECEDENT

7.1 Conditions to Each Party’s Obligation to Effect the Acquisition . The respective obligations of the parties to effect the Acquisition shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) No Injunctions or Restraints; Illegality . (i) No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition (an “ **Order** ”) preventing the consummation of the Acquisition shall be in effect, and

(ii) no Law shall have been enacted, entered, promulgated or enforced by any Governmental Entity which prohibits or makes illegal consummation of the Acquisition.

7.2 Conditions to Obligations of Buyer to effect the Acquisition. The obligation of Buyer to effect the Acquisition is also subject to the satisfaction, or waiver by Buyer, at or prior to the Closing, of the following conditions:

(a) Representations and Warranties of HNA. The representations and warranties of HNA set forth in Article II shall be true and correct as of the date hereof and as of the Closing Date as though made on and as of the Closing Date. Buyer shall have received a certificate signed on behalf of HNA by a senior executive officer certifying the foregoing.

(b) Performance of Obligations of HNA. HNA shall have performed in all material respects the respective obligations required to be performed by it under this Agreement at or prior to the Closing Date, and Buyer shall have received a certificate signed on behalf of HNA by a senior executive officer to such effect.

7.3 Conditions to Obligations of HNA to effect the Acquisition. The obligation of HNA to effect the Acquisition is also subject to the satisfaction or waiver by HNA at or prior to the Closing of the following conditions:

(a) Representations and Warranties of Buyer. The representations and warranties of Buyer set forth in Article IV shall be true and correct as of the date hereof and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date. HNA shall have received a certificate signed on behalf of Buyer by a senior executive officer of Buyer to such effect.

(b) Performance of Obligations of Buyer. Buyer shall have performed in all material respects the obligations required to be performed by it under this Agreement at or prior to the Closing Date, and HNA shall have received a certificate signed on behalf of Buyer by a senior executive officer of Buyer to such effect.

ARTICLE VIII **TERMINATION AND AMENDMENT**

8.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual consent of Buyer and HNA in a written instrument;

(b) by HNA or Buyer, as applicable, if the Closing shall not have occurred on or before the date that is three (3) Business Days following the date hereof as a result of inaction or action by the other party; or

(c) by either Buyer or HNA if the Closing shall not have been consummated on or before the date that is 30 Days of the date hereof (the “**Termination Date**”), unless the failure of the Acquisition (as applicable) to occur by such date shall be due to the

failure of the party seeking to terminate this Agreement (or its applicable Affiliate) to perform or observe the covenants and agreements of such party set forth herein; or

(d) by either Buyer or HNA (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if there shall have been a breach of any of the covenants or agreements or any of the representations or warranties (or any such representation or warranty shall cease to be true) set forth in this Agreement on the part of HNA, in the case of a termination by Buyer, or Buyer, in the case of a termination by HNA, which breach or failure to be true, either individually or in the aggregate with all other breaches by such party (or failures of such representations or warranties to be true), would constitute, if occurring or continuing on Closing Date, the failure of a condition set forth in Sections 7.1 or 7.2, in the case of a termination by Buyer, or Sections 7.1 or 7.3, in the case of a termination by HNA, and which is not cured within thirty (30) days following written notice to HNA, in the case of a termination by Buyer, or Buyer, in the case of a termination by HNA, or by its nature or timing cannot be cured during such period (or such fewer days as remain prior to the Termination Date).

8.2 Effect of Termination. In the event of termination of this Agreement by a party hereto as provided in Section 8.1, this Agreement shall forthwith become void and have no effect, and none of Buyer, HNA, the Company, any of their respective Subsidiaries or any of the officers or directors of any of them shall have any liability of any nature whatsoever hereunder, or in connection with the transactions contemplated hereby, except that this Section 8.2, Section 8.4 and Article X shall survive any termination of this Agreement, (iii) notwithstanding anything to the contrary contained in this Agreement, neither Buyer nor HNA shall be relieved or released from any liabilities or damages arising out of their respective breach of any of their respective obligations under this Agreement.

8.3 [RESERVED].

8.4 Amendment. Subject to compliance with applicable Law, this Agreement may be only amended by the parties hereto by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE IX **INDEMNIFICATION**

9.1 Survival of Representations, Warranties and Covenants. All representations and warranties in Article II and Article IV or in any certificate executed and delivered in fulfillment of the requirements of this Agreement shall survive the Closing Date until the date that is one year following the Closing Date; provided, however, that (a) the HNA Fundamental Representations and the Buyer Fundamental Representations shall survive until expiration (after giving effect to any valid extensions, waivers and tolling periods) of the applicable statute of limitations and (b) all covenants and agreements the performance of which is specified to occur on or prior to the Closing shall survive until the date that is one year following the Closing Date. If written notice of a claim has been given in the manner required by this Article IX prior to the expiration of the applicable representations and warranties or covenants and agreements by the party seeking indemnification for such claim, then the relevant

representations and warranties of the other party shall survive as to such claim until such claim has been finally resolved pursuant to this Article IX. All covenants and other agreements that by their terms are to be performed after the Closing Date shall survive in accordance with their terms.

9.2 Indemnification.

(a) Following the Closing, and subject to the other terms of this Article IX, HNA shall indemnify, defend and hold harmless Buyer from and against any and all claims, costs, expenses, losses, damages, liabilities, awards, judgments, costs and expenses (including reasonable attorneys', consultant fees and expenses and the costs of enforcing this Agreement, including this Section 9.2) (collectively, "Losses" and individually, a "Loss") incurred by Buyer to the extent arising out of or resulting from (i) any failure of any representation or warranty made by HNA in Article II to be true and correct as of the date of this Agreement and as of the Closing Date (or, in the case of any representation and warranty made as of a specific date, as of such specific date) and (ii) any breach of any covenant or agreement of HNA.

(b) Following the Closing, and subject to the other terms of this Article IX, Buyer shall indemnify, defend and hold harmless HNA and its Affiliates from and against any and all Losses to the extent arising out of or resulting from (i) any failure of any representation or warranty made by Buyer in Article IV to be true and correct as of the date of this Agreement and as of the Closing Date (or, in the case of any representation and warranty made as of a specific date, as of such specific date) and (ii) any breach of any covenant or agreement of Buyer.

(c) Notwithstanding any other provision of this Agreement to the contrary, no party shall have any liability hereunder or otherwise for any special, exemplary or punitive damages; provided that the foregoing shall not limit the right of any Indemnified Party to indemnification in accordance with this Agreement with respect to any Losses or claim or component of any claim, settlement, award or judgment against such party to the extent actually paid pursuant to a Third-Party Claim.

9.3 Indemnification Procedure.

(a) Promptly after the person seeking indemnification pursuant to Section 9.2 (the "Indemnified Party") has knowledge of any event or circumstance, including any written claim by a third party, that would reasonably be expected to give rise to indemnification under this Article IX (a "Third-Party Claim") (but in any event not later than 10 Business Days prior to the time any response to the asserted claim is required), the Indemnified Party shall deliver to the person from which indemnification is sought (the "Indemnifying Party") a notice (a "Claim Notice") setting forth in reasonable detail a description of the matter giving rise to indemnification hereunder, including, if known, the anticipated Losses; provided, however, that any failure or delay by the Indemnified Party in delivering a Claim Notice to the Indemnifying Party shall not affect the Indemnified Party's right to indemnification under this Article IX, except to the extent the Indemnifying Party has been materially prejudiced by such failure or delay.

(a) In case the Indemnifying Party shall object to the indemnification of an Indemnified Party in respect of any claim or in any Claim Notice, the Indemnifying Party, as soon as practicable after receipt by the Indemnifying Party of such Claim Notice, shall deliver to the Indemnified Party a written notice to such effect and the Indemnifying Party and the Indemnified Party, within the 30-day period beginning on the date of receipt by the Indemnified Party of such written objection, shall attempt to agree upon the rights of the respective parties with respect to each of such claims to which the Indemnifying Party shall have so objected, and any agreement reached regarding their respective rights with respect to any of such claims shall be set forth in a written agreement signed by the parties. If the Indemnified Party and the Indemnifying Party are unable to agree as to any particular item or items or amount or amounts, then either the Indemnified Party or the Indemnifying Party may submit such dispute to a court of competent jurisdiction in accordance with this Agreement.

(b) After receipt by the Indemnifying Party of a Claim Notice of a Third Party Claim, such Indemnifying Party may, at its option, assume the defense of the Indemnified Party against such claim (including the employment of counsel of the Indemnifying Party's choosing). The Indemnified Party, at the expense of the Indemnifying Party, shall cooperate in the compromise of, or defense against, such claim. Except with the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld conditioned or delayed, no Indemnifying Party shall settle or compromise any Third Party Claim or permit a default judgment or consent to an entry of judgment unless such settlement, compromise or judgment (i) relates solely to money damages, (ii) provides for a full release of the Indemnified Party with respect to the claim(s) being asserted and (iii) does not contain any admission or finding of wrongdoing on behalf of, or impose a restriction on, the Indemnified Party. Until the Indemnifying Party shall have so assumed the defense of the Indemnified Party against such claim following the delivery of such Claim Notice, the Indemnified Party may, but shall not be obligated to, undertake the defense of such claim on behalf of and for the account and risk of the Indemnifying Party, and if such Indemnified Party is entitled to indemnification under this Article IX, all reasonable legal and other expenses reasonably incurred by the Indemnified Party shall be borne by the Indemnifying Party. Any Indemnified Party shall have the right to employ one separate counsel reasonably acceptable to the Indemnifying Party, (other than local counsel) in any such action or claim and to participate in (but not control) the defense thereof either (I) at its own cost and expense or (II) at the Indemnifying Party's cost and expense if (1) the employment of such counsel has been specifically authorized in writing by the Indemnifying Party, (2) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable or (3) one or more defenses are available to the Indemnified Party that are not available to the Indemnifying Party (provided that, in the case of clauses (1), (2) or (3), the Indemnifying Party shall not be liable for the fees and expenses of more than one firm of counsel for all Indemnified Parties, other than local counsel, in any action or claim or group of related actions or claims). No Indemnifying Party shall be liable to indemnify any Indemnified Party for any consent to an entry of any judgment or any compromise or settlement of any such action or claim effected without the consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed). After any such claim has been filed or initiated, each party shall make available to the other parties and their attorneys and accountants all pertinent information under its control relating to such claim which is made available under the terms of a confidentiality agreement or similar protective measures, and the parties agree to

render to each other such assistance as they may reasonably require of each other in order to facilitate the proper and adequate defense of any such claim.

9.4 Limitation of Liability.

(a) Notwithstanding any provision of this Agreement to the contrary, HNA shall not be liable in respect of any indemnification obligation for Losses under Section 9.2(a)(i) (other than in respect of any failure of the HNA Fundamental Representations to be true and correct) (i) unless and until the aggregate cumulative amount of such Losses for which indemnification would be available but for this Section 9.4(a) exceeds 3% of the Consideration (such amount, the “**Indemnity Deductible**”), in which case HNA shall be liable for such Losses in excess of the Indemnity Deductible, subject to any limitations provided in Section 9.4(c) and in other provisions of this Article IX, or (ii) for amounts in excess of the total aggregate Consideration (such amount, the “**Indemnity Cap**”) in the aggregate for all such Losses. Notwithstanding any provision of this Agreement to the contrary, the maximum aggregate obligation of HNA under Section 9.2(a) shall not exceed the Consideration actually paid by the Buyer, absent fraud.

(b) Notwithstanding any provision of this Agreement to the contrary, Buyer shall not be liable in respect of any indemnification obligation for Losses under Section 9.2(b)(i) (other than in respect of any failure of the Buyer Fundamental Representations to be true and correct) (i) unless and until the aggregate cumulative amount of Losses for which indemnification would be available but for this Section 9.4(b) exceeds the Indemnity Deductible, in which case Buyer shall be liable for such Losses in excess of the Indemnity Deductible, subject to any limitations provided in Section 9.4(c) and in other provisions of this Article IX, or (ii) in excess of the Indemnity Cap in the aggregate for all such Losses. Notwithstanding any provision of this Agreement to the contrary, the maximum aggregate obligation of Buyer under Section 9.2(b) shall not exceed the Consideration actually paid or payable hereunder, absent fraud.

(c) All claims for indemnification pursuant to Section 9.2(a) and Section 9.2(b) must be asserted by the party seeking indemnification, in writing in accordance with this Article IX not later than the date on which the applicable representation, warranty, covenant or agreement ceases to survive pursuant to Section 9.1; provided, however, that if written notice of a claim specifying the indemnification claim in reasonable specificity (including the representations, warranties, covenants and/or agreements alleged to have been breached) has been given in accordance with this Article IX prior to such date, such claim (and the relevant representations, warranties, covenants and/or agreements of the other party) shall survive until such claim has been finally resolved pursuant to this Article IX.

9.5 Effect on Consideration. All payments made under this Article IX shall be treated as adjustments to the Consideration for all Tax purposes, except as otherwise required pursuant to applicable Law.

9.6 Calculation of Losses. In calculating any amount indemnifiable hereunder in respect of Losses, such Losses shall be reduced by (a) any amount actually recovered by the Indemnified Party under applicable insurance policies, under any indemnification or similar

agreements, or from any other person alleged to be responsible for any Losses, or other rights of recovery with respect to such Losses (and the Indemnified Party shall use commercially reasonable efforts to seek such recoveries), net of any deductible or any other reasonable and necessary out-of-pocket expense incurred by the Indemnified Party in obtaining such recovery and (b) any Tax benefit actually realized to the Indemnified Party or its Affiliates in connection with the accrual, incurrence or payment of any such Losses (determined as actually realized on a “with or without” basis). If an Indemnified Party or its Affiliates receives any such recovery described in clause (a) above after an indemnification payment by the Indemnifying Party has been made, then such Indemnified Party or its Affiliates shall promptly reimburse the Indemnifying Party for any payment made, but not in excess of the amount received by the Indemnified Party or its Affiliates. In the event of the occurrence of any Losses, an Indemnified Party shall seek recovery under any and all available third party insurance policies or third party indemnification obligations or other rights of recovery with respect to such Losses. Each party shall make commercially reasonable efforts to mitigate any claim or liability that any such party asserts under this Article IX. No Indemnifying Party shall be responsible for Losses of an Indemnified Party to the extent caused by unlawful conduct of such Indemnified Party.

9.7 No Duplication. Any liability for any Loss shall be determined without duplication of recovery by reason of the state of facts giving rise to such Loss constituting a breach of more than one representation, warranty, covenant or agreement of this Agreement.

9.8 No Set-Off. Neither Buyer nor HNA shall have any right to off-set or set-off any payment due pursuant to this Article IX against any other payment to be made pursuant to this Agreement.

9.9 Exclusive Remedy. Each party acknowledges and agrees that, absent fraud and except as provided in Section 8.2, Section 8.3, and Section 10.10, if the Closing does not happen as a result of any breach or inaccuracy of any representation or warranty contained in Article II or Article IV, as the case may be, of this Agreement or any certificate or instrument delivered hereunder, the sole and exclusive remedy of Buyer and HNA for such breach or inaccuracy shall be refusal to close the Acquisition. Except as provided in the immediately preceding sentence and in Section 8.2, Section 8.3 and Section 10.10, this Article IX shall provide the sole and exclusive remedy for any and all claims for monetary damages in respect of this Agreement.

9.10 Assignment of Claims. The Indemnifying Party shall be subrogated to, and the Indemnified Party shall assign, any right of action (whether pursuant to contract, arising under applicable Law or otherwise) which the Indemnified Party may have against any other person with respect to any matter giving rise to a claim for indemnification hereunder.

ARTICLE X
GENERAL PROVISIONS

10.1 Expenses; Transfer Taxes; and VAT.

(a) All costs and expenses incurred by a party to this Agreement in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

(b) All stamp duty, stamp duty reserve tax and any other registration, transfer, documentary or similar tax, levy or duty relating to the transactions contemplated by this Agreement (collectively “**Transfer Taxes**”) shall be for the account of Buyer, and Buyer shall ensure that all Tax Returns relating to Transfer Taxes and all payments of Transfer Taxes shall be made on or before their due date and in full. Buyer shall indemnify and hold harmless HNA and its respective Affiliates in respect of any failure by Buyer to comply with its obligations under this Section 10.1(b).

(c) All amounts payable or stated to be payable in or in connection with this Agreement are inclusive of all applicable VAT.

10.2 Notices.

(a) All notices and other communications hereunder shall be in writing and shall be deemed given upon delivery if delivered personally or by electronic mail, on the 3rd Business Day following the date of the mailing if mailed by registered or certified mail (return receipt requested) or on the 1st Business Day following the date of dispatch if delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to Buyer, to:

Paulson & Co. Inc.
1133 Avenue of the Americas
New York, NY 10036
Attention: John Paulson
Michael Waldorf
michael.waldorf@paulsonco.com

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

Kleinberg, Kaplan, Wolff & Cohen, P.C.
551 Fifth Avenue
New York, NY 10176
Attention: Christopher P. Davis
cdavis@kkwc.com

(ii) if to HNA, to:

HNA Eagle Holdco LLC

c/o HNA Group North America LLC
1180 Avenue of the Americas, Suite 1801

New York, NY 10036

Attention: Enrico Marini Fichera
Enrico.fichera@hnagroup.com
Daniel Chen
Daniel.chen@hnagroup.com

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

White & Case LLP

1221 Avenue of the Americas
New York, NY 10020

Attention: John M. Reiss
F. Holt Goddard
John S. Kim
jreiss@whitecase.com
holt.goddard@whitecase.com
jskim@whitecase.com

10.3 Certain Definitions. For purposes of this Agreement:

“ **Acquisition** ” has the meaning set forth in the Recitals.

“ **Antitrust Laws** ” mean any antitrust, competition or trade regulation Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening competition through merger or acquisition, including the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“ **Business Day** ” means a day (other than a Saturday or Sunday) on which banks in the City of New York are generally open for business.

“ **Buyer Fundamental Representations** ” means Sections 4.1 and 4.2(a). “ **Company** ” has the meaning set forth in the Recitals.

“ **Company Shares** ” means the Purchased Shares.

“ **Contract** ” means any written or oral contract, arrangement, commitment, understanding, note, bond, mortgage, indenture, deed of trust, license, lease, instrument or other agreement.

“ **Government List** ” means any list maintained by any agency or department of any Governmental Entity in the United States of America of persons, organizations or entities subject to international trade, export, import or transactions restrictions, controls or prohibitions,

including (i) the Denied Persons List and Entities List maintained by the United States Department of Commerce, the European Union or HMT, (ii) the List of Specially Designated Nationals and Blocked Persons and the List of Sectoral Sanctions Identification maintained by the United States Department of Treasury, (iii) the Foreign Terrorist Organizations List and the Debarred Parties List maintained by the United States Department of State and (iv) those Persons, organizations and entities listed in the Annex to, or are otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 21, 2004).

“ **HNA Expenses** ” means HNA’s unpaid fees and expenses incurred in connection with its ownership and sale of Shares, including, but not limited to, fees, expenses and costs (but not principal or interest) owing under the MLA and fees and expenses of legal counsel to HNA, in an amount equal to \$900,000.

“ **HNA Fundamental Representations** ” means Sections 2.1, 2.2, and 2.4.

“ **Law** ” means any statute, law, ordinance, regulation, rule, regulation, code, order, writ, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Entity and references to “lawfully” and similar expressions shall be construed accordingly.

“ **Lien** ” means any lien, claim, charge, encumbrance, easement, mortgage, pledge, security interest or other encumbrance of any kind. For the avoidance of doubt, any claims or disputes related to the Shareholders Agreement shall not be considered a Lien.

“ **MLA** ” means that certain Margin Loan Agreement dated as of May 11, 2017, by and among HNA, as borrower, Paulson, as lender and JPMorgan Chase Bank, N.A., as former administrative agent (as amended by Amendment No. 1 dated September 11, 2017, Amendment No. 2 dated October 26, 2017 and Amendment No. 3 dated as of the date hereof and as the same may further amended, restated or modified from time to time).

“ **Ordinary Course** ” means, with respect to any person, the ordinary course of business of such person consistent with past practices in all material respects.

“ **Organizational Documents** ” of any person shall mean the certificate of incorporation or formation or organization, articles of organization, articles of association, bylaws, partnership agreement, limited partnership agreement, limited liability company agreement or other comparable governing documents of such person.

“ **Registration Rights Agreement** ” means that certain Registration Rights Agreement among the Company, Old Mutual plc and OM Group (UK) Limited, dated as of October 8, 2014.

“ **SEC** ” means the United States Securities and Exchange Commission.

“ **Shareholder Agreement** ” means that certain Shareholder Agreement among Old Mutual plc and OM Group (UK) Limited and the Company dated October 8, 2014.

“ **Shares** ” has the meaning set forth in the Recitals.

“ **Subsidiary** ” means, with respect to any person, any corporation, partnership, limited liability company or other organization, whether incorporated or unincorporated, or person of which (a) such first person directly or indirectly owns or controls at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions or (b) such first person is or directly or indirectly has the power to appoint a general partner, manager or managing member or others performing similar functions.

“ **Takeover Code** ” means the City Code on Takeovers and Mergers, as amended from time to time.

“ **Taxes** ” means all national, federal, state, local, and foreign taxes, levies, duties or imposts of any kind whatsoever, in each case, imposed by a Governmental Entity, together with all interest, additions to tax and penalties thereon.

“ **Tax Return** ” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, supplied or required to be supplied to a Governmental Entity.

“ **Purchased Shares** ” has the meaning set forth in the Recitals.

“ **VAT** ” means (a) any tax imposed in compliance with the European Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

“ **Wire Transfer** ” means a payment in immediately available funds by wire transfer in lawful money of the United States to such account or to a number of accounts as shall have been designated by written notice from the receiving party to the paying party at least three (3) Business Days prior to the Closing Date.

10.4 Interpretation. The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. When a reference is made in this Agreement to Articles, Sections, Exhibits or Schedules, such reference shall be to an Article or Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” References to “ the date hereof ” shall mean the date of this Agreement. As used herein, (a) the term “person” means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature, and shall include the successors and permitted assigns of a person, (b) an “Affiliate” of a specified person is any person that directly

or indirectly controls, is controlled by, or is under common control with, such specified person; provided that solely for purposes of interpreting the representations, warranties and covenants of HNA under this Agreement, the Company will not be considered an Affiliate of HNA regardless of how the Company may be treated under applicable law; (c) the term “dollars.” or “\$.” means U.S. dollars and (d) “commercially reasonable efforts” means the efforts that a commercially reasonable person desirous of achieving a result and acting with diligence would use in similar circumstances to achieve that result. Nothing contained herein shall require any person to take any action or fail to take any action if to do so would violate any applicable Law.

10.5 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

10.6 Entire Agreement. This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

10.7 Governing Law; Jurisdiction.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to any applicable conflicts of law.

(b) Each party agrees that it will bring any suit, action or proceeding to enforce any provision of, or in respect of any claim arising out of or related to, this Agreement or the transactions contemplated hereby exclusively in any federal or state court sitting in the Borough of Manhattan in the State of New York (the “**Chosen Courts**”), and, solely with respect to any such suit, action or proceeding, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such suit, action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such suit, action or proceeding will be effective if notice is given in accordance with Section 10.2. or by any other means permitted by New York laws or rules of the Chosen Courts.

10.8 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY LAW AT THE TIME OF INSTITUTION OF THE APPLICABLE LITIGATION, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER,

(II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.8.

10.9 Assignment: Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (including by operation of law) by any of the parties hereto (except that Buyer may freely assign to its Affiliates or accounts or entities under common investment management) without the prior written consent of the other parties; provided, that any such permitted assignee shall expressly agree in writing to be bound by the terms and conditions of this Agreement; provided, further, that no such assignment shall relieve Buyer of any of its obligations under this Agreement. Any purported assignment in contravention hereof shall be null and void. 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. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the parties hereto and their permitted assigns any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance herewith without notice or liability to any other person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date hereof or as of any other date.

10.10 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and, accordingly, that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Acquisition), in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security or a bond as a prerequisite to obtaining equitable relief.

10.11 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction such that the invalid, illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.

10.12 Delivery by Facsimile or Electronic Transmission. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by e-mail delivery of a “.pdf” format data file, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver a signature to this Agreement or any amendment hereto or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation of a contract and each party hereto forever waives any such defense.

10.13 Parent Guaranty. Parent hereby unconditionally and irrevocably guarantees the full and timely payment (when due and at all times thereafter) of all amounts required to be paid and performance of all obligations to be performed hereunder by HNA (the “**HNA Obligations**”). The liability of Parent for such guarantee shall be direct and not contingent on the pursuit of remedies against any HNA. The guarantee of Parent shall be a continuing guarantee, and shall remain in full force and effect until the HNA Obligations are paid and performed in full. All payments received from any HNA or on account of any of the HNA Obligations from whatsoever source shall be taken and applied as payment in gross and shall reduce Parent’s liability for the HNA Obligations under the guarantee, and the guarantee shall apply to and secure only any ultimate balance of such HNA Obligations that shall remain owing after application of such payments; provided that Parent shall remain liable to Buyer for any amounts subsequently disgorged as a result of the insolvency or bankruptcy of HNA notwithstanding any termination of this guarantee. Parents shall be entitled to assert any and all defenses, claims and discharges of any HNA pertaining to the HNA Obligations (other than those of insolvency, bankruptcy or automatic stay), including the defense of discharge by payment in full or in part. The obligations of Parent pursuant to this Section 10.13 shall be subject to the same limitations that apply to the obligations of HNA hereunder and in no event shall Parent’s liability exceed the amount of HNA’s payment obligations.

[Signature Page Follows]

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

HNA EAGLE HOLDCO LLC

By: /s/ Enrico Marini Fichera
Name: Enrico Marini Fichera
Title: Authorized Signatory

Solely for the purposes of Section 10.13:

HNA CAPITAL (U.S.) HOLDING LLC

By: /s/ Enrico Marini Fichera
Name: Enrico Marini Fichera
Title: Authorized Signatory

[Signature Page to 1st Tranche Share Purchase Agreement]

PAULSON & CO., INC.

By: /s/ Michael Waldorf
Name: Michael Waldorf
Title: Partner

[*Signature Page to 1st Tranche Share Purchase Agreement*]

Schedule 6.3

1. John Paulson
 2. Dr. Guang Yang
-

SHARE PURCHASE AGREEMENT

BY AND AMONG

HNA EAGLE HOLDCO LLC,

HNA CAPITAL (U.S.) HOLDING LLC

AND

PAULSON & CO., INC.

DATED AS OF NOVEMBER 16, 2018

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SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT, dated as of November 16, 2018 (this “**Agreement**”), by and among Paulson & Co., Inc., a Delaware corporation (“**Buyer**”), and HNA Eagle Holdco LLC, a Delaware limited liability company (“**HNA**”), and HNA Capital (U.S.) Holding LLC, a Delaware limited liability company (“**Parent**”).

WITNESSETH:

WHEREAS, HNA owns 22,776,663 ordinary shares, nominal value \$0.001 per share (“**Shares**”) of BrightSphere Investment Group plc, f/k/a OM Asset Management plc, a corporation organized under the laws of England and Wales (the “**Company**”);

WHEREAS, Buyer owns 5,210,514 Shares (the “**Buyer Shares**”);

WHEREAS, Buyer desires to acquire from HNA a number of Shares that, together with the Buyer Shares, will represent 24.95% of the economic and voting power of the outstanding Shares, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the boards of directors of Buyer and HNA have determined that it is in the best interests of their respective companies and equityholders to consummate a transaction in which, among other things, HNA will sell, and Buyer will purchase, at the Closing, a number of Shares (the “**Purchased Shares**”) and such sale and purchase of Purchased Shares, the “**Acquisition**”) representing, together with the Buyer Shares, 24.95% of the economic and voting power of the outstanding Shares as of the Closing Date; provided, that notwithstanding anything to the contrary herein, HNA will not be required to transfer in the aggregate more than 22,776,663 Shares, (as such number of Shares may be adjusted pursuant to any stock/share split, reverse stock split, share consolidation, share subdivision, share bonus issue, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the number of Shares issued and outstanding after the date hereof) pursuant to this Agreement; and

WHEREAS, the parties desire to make certain representations, warranties and agreements in connection with the Acquisition and also to prescribe certain conditions to the Acquisition.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
SALE AND PURCHASE OF THE COMPANY SHARES

1.1 Sale and Purchase of the Company Shares. Subject to the terms and conditions of this Agreement, HNA agrees to sell, assign and transfer to Buyer, at the Closing, and Buyer agrees to purchase from HNA at the Closing, the Purchased Shares free and clear of any Liens (other than any (i) restrictions under applicable securities Laws or (ii) Liens created by this Agreement) and with all rights then attaching to them including the right to receive all distributions and dividends declared, paid or made in respect of the Purchased Shares after the

date hereof, except for dividends made by the Company in the Ordinary Course with a record date preceding the Closing Date.

1.2 Purchase Consideration.

(a) The purchase price payable by Buyer for the Purchased Shares shall consist of an amount in cash (the “**Consideration**”) equal to the product of (i) the aggregate number of Purchased Shares and (ii) \$13.95.

(b) The price per Share used in either or both (as applicable) of the calculation(s) of the Consideration shall be adjusted appropriately, if necessary, to reflect the effect of any stock/share split, reverse stock split, share consolidation, share subdivision, share bonus issue, reorganization, recapitalization, reclassification, combination, spinoff, extraordinary transaction, exchange of shares or other like change with respect to the number of Shares issued and outstanding after the date hereof and prior to the Closing.

1.3 The Closing. Subject to the terms and conditions of this Agreement and unless a different date is agreed to by the parties hereto, the closing of the sale and purchase of the Purchased Shares (the “**Closing**”) shall take place on the date which is the third (3rd) Business Day after all of the closing conditions contained in Article V are met, or otherwise waived by the applicable party, at the offices of White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020-1095 (the date that the Closing occurs, the “**Closing Date**”).

1.4 Deliveries at the Closings.

(a) At the Closing:

(i) Buyer shall:

- (1) deliver to HNA by Wire Transfer an amount equal to the Consideration;
- (2) deliver to HNA the certificate contemplated by Section 7.3(a) and 7.3(b); and
- (3) deliver to HNA a counterpart of the Assignment Agreements, duly executed by Buyer.

(ii) HNA shall:

- (1) cause to be delivered to Buyer, through the facilities of the Depository Trust Company, the Purchased Shares;
- (2) deliver to Buyer the certificate contemplated by Section 7.2(a) and 7.2(b); and

- (3) deliver to Buyer counterparts of the Assignment Agreements duly executed by HNA.

ARTICLE II
REPRESENTATIONS AND WARRANTIES RELATED TO HNA

As of the date hereof and as of the Closing Date, HNA hereby represents and warrants to Buyer as follows:

2.1 Corporate Organization. HNA is a limited liability company validly incorporated, validly existing and duly registered under the Laws of the State of Delaware. HNA has the requisite company power and authority to own, lease or operate all of its properties and assets and to carry on its business as it is now being conducted, and is duly authorized, licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not, either individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of HNA to perform its obligations hereunder.

2.2 Authority; No Violation.

(a) HNA has full corporate power and authority to execute and deliver this Agreement and/or each Ancillary Agreement to which it is (or will be) a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the Ancillary Agreements to which it is (or will be) a party and the consummation of the Acquisition and the other transactions contemplated hereby have been duly and validly approved by the board of directors of HNA, and no other corporate or other proceedings on the part of HNA or its Affiliates are necessary to approve this Agreement or any of the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by HNA and (assuming due authorization, execution and delivery by Buyer) constitutes a legal, valid and binding obligation of HNA, enforceable against HNA in accordance with its terms (except in all cases as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or similar Laws affecting the rights of creditors generally, and the availability of equitable remedies (the “**Enforceability Exceptions** ”)).

(b) None of the execution and delivery of this Agreement by HNA, the consummation by HNA of the transactions contemplated hereby, or the compliance by HNA with any of the terms or provisions hereof, will, with or without the giving of notice, the termination of any grace period: (i) violate, conflict with, or result in a breach or default under any provision of its Organizational Documents, or (ii) assuming that all Additional Approvals are duly obtained or satisfied, (x) violate any Law or injunction applicable to HNA or any of its Affiliates or any of its respective properties or assets or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination, cancellation, redemption or payment under, accelerate the performance required by, or result in the creation of any Lien (or have any such result upon

notice or lapse of time, or both) upon any of the respective properties or assets of HNA or any of its Subsidiaries under, any of the terms, conditions or provisions of any Contract to which HNA or any of its respective Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound, except (in the case of clause (ii) above) for such violations, conflicts, breaches or defaults which would not, either individually or in the aggregate, reasonably be expected to prevent or delay or impair the ability of HNA to perform its obligations hereunder. HNA has delivered to Buyer true, correct and complete copies of all HNA's material contracts.

2.3 Consents and Approvals. Except for (a) the premerger notification requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), (b) the filing of applications, filings and notices with any required Governmental Entity, the Regulatory Approvals and all Additional Approvals, and (c) the consents, authorizations, approvals, filings and registrations, the failure of which to obtain or make would not, either individually or in the aggregate, reasonably be expected to prevent or delay the ability of HNA to perform its obligations hereunder, to the knowledge of HNA, no consents or approvals of or filings or registrations with any government (including any state, provincial or political subdivision thereto), court, regulator, administrative agency or commission or other governmental authority or instrumentality or market, trading platform, clearing house or self-regulatory organization (each a "**Governmental Entity**") are necessary in connection with (A) the execution and delivery by HNA of this Agreement or (B) the consummation by HNA of the Acquisition and the other transactions contemplated hereby.

2.4 Ownership of Company Shares.

(a) As of the date hereof and as of the Closing Date, (i) all of the Purchased Shares are owned by HNA and (ii) HNA is entitled to transfer the full ownership of the Purchased Shares to Buyer on the terms set out in this Agreement free and clear of all Liens (other than any (x) restrictions under applicable securities Laws and (y) Liens created by this Agreement).

(b) Upon delivery of the Company Shares to Buyer as contemplated by this Agreement, HNA will convey to Buyer good and valid title to the Company Shares, free and clear of any Liens (other than any (i) restrictions under applicable securities Laws or (ii) Liens created by this Agreement).

2.5 Legal Proceedings. HNA and its Affiliates are not a party to, and there are no pending or, to the knowledge of HNA, threatened, legal, administrative, arbitral or other proceedings, claims, suits, actions, settlements, orders, judgments, rulings or decrees or governmental or regulatory investigations of any nature that could, either individually or in the aggregate, reasonably be expected to prevent or delay or impair the ability of HNA to perform its obligations hereunder and under its Ancillary Agreements.

2.6 Broker's Fees. Neither HNA nor any of its Subsidiaries nor any of their respective officers or directors has employed any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the

Acquisition or the other transactions contemplated by this Agreement for which Buyer could be responsible.

2.7 Shareholder Agreement and Registration Rights Agreement. The Shareholder Agreement and the Registration Rights Agreement filed as exhibits to the Company's Annual Report on form 10-K filed with the Securities Exchange Commission on February 28, 2018, are true, correct and complete copies of such agreements. There have been no amendments to those agreements. Other than (i) that certain Deed of Assignment dated November 10, 2017 between Old Mutual plc (" **Omega Parent** "), Omega Parent, OM Group (UK) Limited (" **Omega UK** ") and HNA, (ii) that certain Assignment and Assumption Agreement, dated May 12, 2017 by and among HNA, Omega Parent and Omega UK and (iii) Assignment and Assumption Agreement, dated November 10, 2017 by and among HNA, Omega Parent and Omega UK, there have been no modifications to such agreements. HNA has previously provided to Buyer all material written communications from the Company containing substantive assertions challenging any of HNA's rights under the Shareholder Agreement or the Registration Rights Agreement or the transferability thereof. After consultations with counsel, HNA believes those assertions are not correct.

2.8 No Assignment of Shareholder Agreement. Other than pursuant to the Deed of Assignment, HNA has not now or previously assigned any of its rights under the Shareholder Agreement pursuant to Section 9.15 thereof or otherwise.

2.9 Solvency. (a) Immediately before and after the Closing, HNA will be solvent and able to pay its debts as and when they become due.

(b) HNA will be able to pay its contingent obligations under this Agreement as and when they become due.

2.10 No Legends. All Purchased Shares will be free from legends when delivered to Buyer.

2.11 Anti-Money Laundering Laws, Anti-Terrorism Laws and Similar Laws.

(a) None of HNA, any person directly or indirectly controlling or controlled by HNA, or, to HNA's knowledge, after reasonable review of publicly available information, any of HNA's beneficial owners is included on a Government List or is owned in any amount or controlled by any person on a Government List, as amended from time to time.

(b) None of HNA, any person directly or indirectly controlling or controlled by HNA, or, to HNA's knowledge, after reasonable review of publicly available information, any of HNA's beneficial owners is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on any Government List, as amended from time to time.

(c) None of the funds used in 2017 to purchase the Shares were knowingly derived from any activities that contravene applicable Laws concerning money laundering, terrorism, narcotics trafficking or bribery, or from any person, entity, country, or territory on a Government List.

2.12 OFAC. None of HNA, any of its Subsidiaries or any officers, directors, Affiliates, agents, advisors, employees and representatives (collectively, “**Representatives**”) of HNA or any of its Subsidiaries is a person, or is controlled by a person that is, currently the subject or target of any sanctions administered or enforced by the U.S. government, including the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), the United Nations Security Council (“**UNSC**”), the European Union, Her Majesty’s Treasury (“**HMT**”), or other relevant sanctions authority (collectively, “**Sanctions**”), nor is HNA located, organized or resident in a country or territory that is the subject of Sanctions. During the five years prior to the date hereof, HNA and its Subsidiaries have not knowingly engaged in, and are not now knowingly engaged in, any dealings or transactions with any person, or in any country or territory, that is or at the time of the dealing or transaction was the subject of Sanctions.

2.13 Foreign Corrupt Practices Act. None one of HNA, any of its Affiliates or any director, officer, agent, employee, or other person acting on behalf of the same is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “**FCPA**”) or the Bribery Act of 2010 of the United Kingdom, as amended, and the rules and regulations thereunder (the “**UK Bribery Act**”), including making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA), “foreign public official” (as such term is defined in the UK Bribery Act) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA or the UK Bribery Act.

2.14 Intercompany Arrangements. HNA has delivered to Buyer a true, correct and complete written list of all current and potential (i) claims and (ii) indebtedness between HNA and any of its Affiliates.

2.15 No Other Representations or Warranties.

(a) Except for the representations and warranties made by HNA in this Article II, HNA makes no express or implied representation or warranty with respect to HNA or its Affiliates or the Company or its Subsidiaries or Affiliates, or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and HNA hereby disclaims any such other representations or warranties.

(b) HNA acknowledges and agrees that neither Buyer nor any other person has made or is making any express or implied representation or warranty other than those contained in Article IV or in the Ancillary Agreements.

ARTICLE III
[RESERVED]

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

As of the date hereof and as of the Closing Date, Buyer hereby represents and warrants to HNA as follows:

4.1 Corporate Organization. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer has the requisite company power and authority to own, lease or operate all of its properties and assets and to carry on its business as it is now being conducted, and is duly authorized, licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not, either individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Buyer to perform its obligations hereunder.

4.2 Authority: No Violation.

(a) Buyer has full company power and authority to execute and deliver this Agreement and/or each Ancillary Agreement to which it is (or will be) a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the Ancillary Agreements to which it is (or will be) a party and the consummation of the Acquisition and the other transactions contemplated hereby has been duly and validly approved by the board of directors of Buyer, and no other corporate or other proceedings on the part of Buyer or its Affiliates are necessary to approve this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Buyer and (assuming due authorization, execution and delivery by HNA) constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms (except in all cases as such enforceability may be limited by the Enforceability Exceptions).

(b) None of the execution and delivery of this Agreement by Buyer, the consummation by Buyer of the transactions contemplated hereby, or the compliance by Buyer with any of the terms or provisions hereof, will, with or without the giving of notice, the termination of any grace period or both: (i) violate any provision, conflict with, or result in a breach or default under of the Organizational Documents of Buyer or any of its Subsidiaries, or (ii) assuming that the consents, approvals and waiting periods referred to in Section 4.3(a), if any, are duly obtained or satisfied, (x) violate any Law or injunction applicable to Buyer, any of its Subsidiaries or any of their respective properties or assets or (y) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, result in the termination of or a right of termination, cancellation, redemption or payment under, accelerate the performance required by, or result in the creation of any Lien (or have any such result upon notice or lapse of time, or both) upon any of the respective properties or assets of Buyer or any of

its Subsidiaries under, any of the terms, conditions or provisions of any Contract to which Buyer or any of its Subsidiaries is a party, or by which they or any of their respective properties or assets may be bound, except (in the case of clauses (x) and (y) above) for such violations, conflicts, breaches or defaults which would not, either individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Buyer to perform its obligations hereunder.

4.3 Consents and Approvals.

(a) Except for (i) the premerger notification requirements of the HSR Act and (ii) the filing of any required applications, filings or notices with any Governmental Entities and approval of such applications, filings and notices, and (iii) the consents, authorizations, approvals, filings and registrations, the failure of which to obtain or make would not, either individually or in the aggregate, reasonably be expected to prevent or delay the ability of Buyer to perform its obligations hereunder, to the knowledge of Buyer, no consents or approvals of or filings or registrations with any Governmental Entity are necessary in connection with (x) the execution and delivery by Buyer of this Agreement or (y) the consummation by Buyer of the Acquisition and the other transactions contemplated hereby.

(b) As of the date hereof, neither Buyer nor any of its Affiliates own, or have any other agreements or arrangements with respect to the acquisition of, or obtaining any economic interest in, any right to direct the voting or disposition of, or any other right with respect to, any Shares.

4.4 Broker's Fees. Neither Buyer nor any Buyer Subsidiary nor any of their respective officers or directors has employed any broker, finder or financial advisor or incurred any liability for any broker's fees, commissions or finder's fees in connection with the Acquisition or the other transactions contemplated by this Agreement.

4.5 Legal Proceedings. Neither Buyer nor any of its Subsidiaries is a party to any, and there are no pending or, to Buyer's knowledge, threatened, legal, administrative, arbitral or other proceedings, claims, suits, actions, settlements, orders, judgments, rulings or decrees or governmental or regulatory investigations of any nature against Buyer or any of its Subsidiaries or any of their current or former directors or executive officers that would, either individually or in the aggregate, reasonably be expected to prevent or materially delay or materially impair the ability of Buyer to consummate the transactions contemplated by this Agreement or under the Ancillary Agreements.

4.6 Available Funds. Buyer has, on the date hereof, the financial capability and all sufficient cash on hand necessary to consummate the transactions contemplated by this Agreement, and satisfy all of the payment obligations of Buyer under this Agreement, on the terms and subject to the conditions set forth herein.

4.7 Regulatory Approvals. As of the date hereof, no Governmental Entity to which an application for approval has been made, has denied approval of, or imposed any conditions upon (other than customary conditions), any transaction to which Buyer or any of its Affiliates was a party.

4.8 Accredited Investor Status. Buyer is an “accredited investor,” as such term is defined in Rule 501 promulgated by the SEC under the Securities Act of 1933, as amended (the “**Securities Act**”), as amended. Buyer is purchasing the Purchased Shares for its own account, for investment purposes only, and not for, with a view to, or in connection with the resale or other distribution thereof, in whole or in part. Buyer understands and agrees that (i) the Acquisition is taking place pursuant to an exemption from registration under the Securities Act and (ii) the Purchased Shares will be restricted securities as defined in the rules under the Securities Act and may not be sold, transferred or otherwise disposed of without registration under the Securities Act, except pursuant to an exemption from such registration available under the Securities Act, and subject to applicable state securities Laws and regulations. Buyer (either alone or together with its advisors) has sufficient knowledge, skill, sophistication and experience in financial, investment and business matters so as to be capable of evaluating the merits and risks of its investment in the purchased Shares and is capable of bearing the economic risks of holding such investment for an indefinite period, including a complete loss of its investment, and protecting its interests in connection with its investment in the Purchased Shares.

4.9 Anti-Money Laundering Laws, Anti-Terrorism Laws and Similar Laws.

(a) None of Buyer, any person directly or indirectly controlling or controlled by Buyer, or, to Buyer’s knowledge, after reasonable review of publicly available information, any of Buyer’s beneficial owners is included on a Government List or is owned in any amount or controlled by any person on a Government List, as amended from time to time.

(b) None of Buyer, any person directly or indirectly controlling or controlled by Buyer, or, to Buyer’s knowledge, after reasonable review of publicly available information, any of Buyer’s beneficial owners is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on any Government List, as amended from time to time.

(c) None of the funds used to purchase the Purchased Shares or in connection with the transactions contemplated hereby shall be knowingly derived from any activities that contravene applicable Laws concerning money laundering, terrorism, narcotics trafficking or bribery, or from any person, entity, country, or territory on a Government List.

4.10 Acknowledgement. Subject to Section 2.9, Buyer acknowledges and understands that certain employees of HNA or its Affiliates may, solely because of their role as a director of the Company, possess (and may hereinafter possess) material nonpublic information of the Company not known to Buyer that may impact the value of the Shares and that may be material to a decision regarding an investment in Shares (the “**Information**”) and that HNA may be legally prohibited from disclosing this Information to anyone outside of the Company.

4.11 No Other Representations or Warranties.

(a) Except for the representations and warranties made by Buyer in this Article IV, neither Buyer nor any other person makes any express or implied representation or warranty with respect to Buyer, its Subsidiaries or their respective businesses, operations,

assets, liabilities, conditions (financial or otherwise) or prospects, and Buyer hereby disclaims any such other representations or warranties.

(b) Buyer acknowledges and agrees that neither HNA nor any other person has made or is making any express or implied representation or warranty other than those contained in Article II.

ARTICLE V
[RESERVED]

ARTICLE VI
ADDITIONAL AGREEMENTS

6.1 Regulatory Matters.

(a) During the period from the date hereof to the Closing or the earlier termination of this Agreement, the parties hereto shall cooperate with each other and use reasonable best efforts to as soon as possible following the date hereof prepare and file, or cause the preparation and filing of, all necessary documentation, to effect all applications, notices, petitions and filings, to obtain as promptly as practicable following the date hereof (and, in any event, within 180 days following the date hereof) all permits, consents, approvals and authorizations of all third parties and Governmental Entities which are necessary or advisable to consummate the transactions contemplated by this Agreement, and to comply with the terms and conditions of all such permits, consents, approvals and authorizations of all such Governmental Entities. The parties shall use reasonable best efforts to provide the other the right (subject to the preservation of privilege and confidentiality) to review in advance, and, to the extent practicable, consult the other on, in each case subject to applicable Laws relating to the exchange of information, all the information relating to HNA, the Company or Buyer, as the case may be, and any of their respective Subsidiaries, which appears in any material filing made with, or written materials submitted to, any third party or any Governmental Entity in connection with the transactions contemplated by this Agreement, other than any portions of material so filed or submitted that contain confidential or proprietary information not directly related to the transactions contemplated hereby or information with respect to which a duty of confidence is owed to a third party. In exercising the foregoing right, each of the parties hereto shall act reasonably and as promptly as practicable. During the period from the date hereof to the Closing or earlier termination of this Agreement, (i) the parties hereto agree that they will consult with each other with respect to the obtaining of all material permits, consents, approvals and authorizations of all third parties and Governmental Entities necessary or advisable in connection with the transactions contemplated by this Agreement and each party will keep the other parties reasonably apprised of the status of matters relating to completion of the transactions contemplated herein; (ii) each party shall consult with the other parties in advance of any meeting or conference between such party and any Governmental Entity in connection with the transactions contemplated by this Agreement and to the extent reasonably requested by any other party and permitted by such Governmental Entity, give the other parties and/or their respective counsel the reasonable opportunity to attend and participate in such meetings and conferences; (iii) no party shall commit to or agree (or permit their respective Subsidiaries to commit to or agree) with any Governmental Entity to stay, toll or extend any applicable waiting period under

the HSR Act or other applicable Antitrust Laws, without the prior written consent of the other parties (such consent not to be unreasonably withheld, conditioned or delayed); and (iv) subject to the preservation of confidentiality and privilege, each party hereto shall promptly inform the other parties of any substantive oral communications with, and promptly provide copies of written communications with, any Governmental Entity regarding any filings. Promptly following the date hereof, the parties shall cooperate with each other to determine the Additional Approvals that are required, including consulting with the Company.

(b) Without limiting the generality of the undertakings pursuant to Section 6.1(a), during the period from the date hereof to the Closing or earlier termination of this Agreement, the parties hereto shall use reasonable best efforts to (i) provide or cause to be provided as promptly as reasonably practicable to Governmental Entities with jurisdiction over the Antitrust Laws (each such Governmental Entity, a “ **Governmental Antitrust Authority** ”) information and documents reasonably requested by any Governmental Antitrust Authority as necessary, proper or advisable to permit consummation of the transactions contemplated by this Agreement, including preparing and filing any notification and report form and related material required under the HSR Act and any additional consents and filings under any other Antitrust Laws as promptly as practicable following the date hereof and thereafter to respond as promptly as practicable to any request for additional information or documentary material that may be made under the HSR Act or any other applicable Antitrust Laws and (ii) take, and use reasonable best efforts to cause its Subsidiaries to take, such actions as are necessary or advisable to obtain prompt approval of the consummation of the transactions contemplated by this Agreement by any Governmental Entity or expiration of applicable waiting periods; provided that Buyer shall file the premerger notification required under the HSR Act no later than ten (10) Business Days following the date hereof.

(c) Each party shall promptly advise the other parties upon receiving any communication from any Governmental Entity whose consent or approval is required to bring about the consummation of the transactions contemplated by this Agreement that causes such party to believe that there is a reasonable likelihood that any Regulatory Approval or any Additional Approval will not be obtained or that the receipt of any such approval will be materially delayed.

6.2 [RESERVED]

6.3 Cooperation.

(a) Subject to applicable Law, and except as otherwise expressly set forth in this Agreement, the parties hereto shall use reasonable best efforts to take, or cause to be taken, all actions necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

(b) During the period from the date hereof to the Closing or the earlier termination of this Agreement, in its capacity as a holder of Shares, without the prior written consent of Buyer, HNA (i) shall not, and shall cause its nominees to the maximum extent permitted by applicable Law not to, consent to the Company taking any action, or approve any action by the Company that would require shareholder approval, that would preclude Buyer from

exercising its full rights (A) under this Agreement, (B) with respect to and in connection with the Purchased Shares acquired hereunder, or (C) that would preclude Buyer from acquiring additional Shares, and (ii) shall not, and shall cause its nominees to the maximum extent permitted by applicable Law not to, approve, authorize or assist with any extraordinary or unusual transaction by the Company; provided that nothing in this Section 6.3(b) shall purport to restrict the members of the Board of Directors of the Company from complying with their respective fiduciary duties under applicable Law to the extent they receive written advice from Company counsel that their compliance with this Section 6.3(b) would violate those fiduciary duties. Further, during the period from the date hereof to the Closing or the earlier termination of this Agreement, HNA shall not consent to the amendment of the Shareholder Agreement or the Registration Rights Agreement in any manner without prior written consent from Buyer, or waive any right under or acknowledge any defect relating to such agreements.

6.4 Additional Agreements. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each party to this Agreement shall use reasonable best efforts to take, or cause to be taken, all such necessary action as may be reasonably requested by any other party to this Agreement.

6.5 Acquisition Proposals. During the period from the date hereof to the Closing or the earlier termination of this Agreement, HNA shall not, and shall cause their respective Subsidiaries and their respective Representatives to not, directly or indirectly, solicit, encourage or knowingly facilitate inquiries or proposals, or enter into any agreement with respect to, or initiate or participate in any negotiations or discussions with any person concerning, any acquisition or purchase of any of the Shares held by HNA (an “**Acquisition Proposal**”), or furnish any information to any person contacting them or making an inquiry with respect to a potential Acquisition Proposal. HNA will, and will cause its Representatives to, immediately cease and terminate any activities, discussions or negotiations conducted before the date hereof with any person other than Buyer with respect to any Acquisition Proposal. Unless this Agreement has been terminated in accordance with its terms, HNA shall not, and cause their respective Subsidiaries and their and their respective Subsidiaries’ Representatives not to enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, or other agreement relating to any Acquisition Proposal.

6.6 Takeover Statutes. HNA shall not take any action that would reasonably be expected to cause any “moratorium,” “control share,” “fair price,” “takeover” or “interested stockholder” Law (any such Laws, together with the Takeover Code, “**Takeover Statutes**”) to become applicable to this Agreement, the Acquisition or any of the other transactions contemplated hereby, and each shall use commercially reasonable efforts to take all necessary steps to exempt (or ensure the continued exemption of) the Acquisition and the other transactions contemplated hereby from any applicable Takeover Statute now or hereafter in effect. In furtherance and not limitation of the foregoing sentence, HNA shall promptly, upon Buyer’s request, obtain any further confirmation of the UK Panel on Takeovers and Mergers that the Takeover Code does not apply to the Company.

6.7 Litigation and Claims. To the extent not prohibited by applicable Law, each party shall promptly notify the other parties in writing of its receipt of notice of any action, arbitration, audit, hearing, investigation, litigation, suit, subpoena or summons issued,

commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator pending or, to their knowledge, threatened against such party or any of its Subsidiaries that (a) questions or would reasonably be expected to question the validity of this Agreement or the Ancillary Agreements or any actions taken under them or the rights transferred thereby to any of them or their respective Subsidiaries with respect hereto or thereto, or (b) seeks to enjoin or otherwise restrain the transactions contemplated hereby or thereby. HNA, on the one hand, and Buyer, on the other hand, shall give the other the opportunity to participate in but not control at its own expense the defense or settlement of any litigation relating to this Agreement or against or involving such party and/or its directors or Affiliates relating to the transactions contemplated by this Agreement, and HNA, on the one hand, and Buyer, on the other hand, shall not agree to any such settlement without the other's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

6.8 Communications. The parties hereby agree that (i) promptly after the date hereof, the parties will issue a mutually agreeable joint press release concerning this Agreement and the transactions contemplated hereby; (ii) from the date hereof to the earlier of the Closing and the termination of this Agreement prior to the Closing, (A) neither HNA nor Buyer shall issue or cause the publication of any press release or other public announcement, with respect to, or otherwise make any public statement, concerning the transactions contemplated by this Agreement without prior consent of Buyer or HNA, as applicable, and (B) to the extent HNA or Buyer intends to make any securities filing with the Securities and Exchange Commission, HNA or Buyer, as applicable, shall notify the other party of such intent and allow such other party a reasonable opportunity to review and comment in advance of such filing; and (iii) promptly after the Closing Date, the parties will issue a mutually agreeable joint press release concerning this Agreement and the transactions contemplated hereby.

6.9 Shares. From the date hereof to the earlier of the Closing and the termination of this Agreement prior to the Closing, HNA shall retain (and not sell, transfer or otherwise dispose of) all Shares owned by it as of the date hereof, except for sales or other transfers to the Buyer or its Affiliates.

6.10 Assignment of Rights.

(a) At the Closing, HNA, on the one hand, and Buyer, on the other hand, shall execute and deliver the Assignment Agreements (collectively, the “**Assignment Agreements**”).

(b) At the Closing, HNA, on the one hand, and Buyer, on the other hand, shall execute and deliver a Deed of Assignment (the “**Deed of Assignment**”).

6.11 Important Rights. During the period from the date hereof to the Closing or the earlier termination of this Agreement, HNA will use its best efforts to preserve, maintain, protect and defend (including, if necessary, through litigation) all rights that it has under the Shareholders Agreement and the Registration Rights Agreement; provided, that (i) HNA shall not be required to initiate any litigation against the Company and (ii) in connection with its obligations under this Section 6.11, HNA shall not be required to spend more than \$500,000 in the aggregate.

6.12 Voting Rights. HNA hereby agrees that for the period from the date hereof to the earlier of the Closing and the termination of this Agreement prior to the Closing, with respect to any remaining Shares of the Company held by HNA, it shall vote such Shares pursuant to Buyer's instructions, including with respect to: (i) extraordinary transactions; (ii) elections for directors; (iii) governance decisions; (iv) re-domiciling activity; (v) changes to the charter documents and (vi) on any matter brought before the shareholders for vote or consent.

6.13 Use of Proceeds. HNA hereby agrees that the Consideration and other proceeds it receives under this Agreement shall be used (i) first, to pay the obligations outstanding under that certain Margin Loan Agreement dated as of May 11, 2017, by and among HNA, as borrower, Paulson, as lender and JPMorgan Chase Bank, N.A., as former administrative agent (as amended by Amendment No. 1 dated September 11, 2017, Amendment No. 2 dated October 26, 2017 and Amendment No. 3 dated as of the date hereof and as the same may further amended, restated or modified from time to time) in full and (ii) any excess Consideration and proceeds shall be the property of and be retained by HNA.

ARTICLE VII

CONDITIONS PRECEDENT

7.1 Conditions to Each Party's Obligation to Effect the Acquisition. The respective obligations of the parties to effect the Acquisition shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) Regulatory Approvals. All required regulatory authorizations, consents, orders or approvals, and all other Additional Approvals required to consummate the Closing shall have been obtained (without the imposition of any Burdensome Conditions) and shall remain in full force and effect and all statutory waiting periods (or any extension of such waiting periods) in respect thereof, including under the HSR Act, shall have been terminated or shall have expired (such approvals and the termination or expiration of such waiting periods being referred to herein as the "**Regulatory Approvals**").

(b) No Injunctions or Restraints: Illegality. (i) No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition (an "**Order**") preventing the consummation of the Acquisition shall be in effect, and (ii) no Law shall have been enacted, entered, promulgated or enforced by any Governmental Entity which prohibits or makes illegal consummation of the Acquisition.

7.2 Conditions to Obligations of Buyer to effect the Acquisition. The obligation of Buyer to effect the Acquisition is also subject to the satisfaction, or waiver by Buyer, at or prior to the Closing, of the following conditions:

(a) Representations and Warranties of HNA. The representations and warranties of HNA set forth in Article II shall be true and correct as of the date hereof and as of the Closing Date as though made on and as of the Closing Date. Buyer shall have received a certificate signed on behalf of HNA by a senior executive officer certifying the foregoing.

(b) Performance of Obligations of HNA. HNA shall have performed in all material respects the respective obligations required to be performed by it under this

Agreement at or prior to the Closing Date, and Buyer shall have received a certificate signed on behalf of HNA by a senior executive officer to such effect.

(c) Deed of Assignment. HNA shall have duly executed the Deed of Assignment and delivered to Buyer such duly executed counterparts of such Deed of Assignment.

(d) Assignment Agreements. HNA shall have duly executed the Assignment Agreements and delivered to Buyer such duly executed counterparts of such Assignment Agreements.

(e) No Material Adverse Effect. There shall have been no Material Adverse Effect at the Company.

7.3 Conditions to Obligations of HNA to effect the Acquisition. The obligation of HNA to effect the Acquisition is also subject to the satisfaction or waiver by HNA at or prior to the Closing of the following conditions:

(a) Representations and Warranties of Buyer. The representations and warranties of Buyer set forth in Article IV shall be true and correct as of the date hereof and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date. HNA shall have received a certificate signed on behalf of Buyer by a senior executive officer of Buyer to such effect.

(b) Performance of Obligations of Buyer. Buyer shall have performed in all material respects the obligations required to be performed by it under this Agreement at or prior to the Closing Date, and HNA shall have received a certificate signed on behalf of Buyer by a senior executive officer of Buyer to such effect.

(c) Deed of Assignment. Buyer shall have duly executed the Deed of Assignment and delivered to HNA such duly executed counterparts of such Deed of Assignment.

(d) Assignment Agreement. Buyer shall have duly executed the Assignment Agreement and delivered to HNA such duly executed counterparts of such Assignment Agreement.

Closing:

ARTICLE VIII TERMINATION AND AMENDMENT

8.1 Termination. This Agreement may be terminated at any time prior to the

(a) by mutual consent of Buyer and HNA in a written instrument;

(b) by either Buyer or HNA if any Governmental Entity that must grant a Regulatory Approval has denied approval of the Acquisition or the other transactions contemplated hereby and such denial has become final and nonappealable or there shall be any Order preventing the consummation of the Acquisition or any of the other transactions

contemplated by this Agreement in effect that shall have become final and nonappealable (and the need for such Regulatory Approval shall not have been rendered unnecessary pursuant to Section 6.1(c)), unless the failure to obtain a Regulatory Approval or the issuance of such Order shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the covenants and agreements of such party set forth herein; or

(c) by Buyer if HNA fails to designate and appoint two individuals selected by Buyer to serve as Directors of the Company on or before two Business Days after the date hereof; or

(d) by either Buyer or HNA if the Closing shall not have been consummated on or before the date that is 180 days of the date hereof (the “**Termination Date**”), unless the failure of the Acquisition (as applicable) to occur by such date shall be due to the failure of the party seeking to terminate this Agreement (or its applicable Affiliate) to perform or observe the covenants and agreements of such party set forth herein; or

(e) by either Buyer or HNA (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if there shall have been a breach of any of the covenants or agreements or any of the representations or warranties (or any such representation or warranty shall cease to be true) set forth in this Agreement on the part of HNA, in the case of a termination by Buyer, or Buyer, in the case of a termination by HNA, which breach or failure to be true, either individually or in the aggregate with all other breaches by such party (or failures of such representations or warranties to be true), would constitute, if occurring or continuing on Closing Date, the failure of a condition set forth in Sections 7.1 or 7.2, in the case of a termination by Buyer, or Sections 7.1 or 7.3, in the case of a termination by HNA, and which is not cured within thirty (30) days following written notice to HNA, in the case of a termination by Buyer, or Buyer, in the case of a termination by HNA, or by its nature or timing cannot be cured during such period (or such fewer days as remain prior to the Termination Date).

8.2 Effect of Termination. In the event of termination of this Agreement by a party hereto as provided in Section 8.1, this Agreement shall forthwith become void and have no effect, and none of Buyer, HNA, the Company, any of their respective Subsidiaries or any of the officers or directors of any of them shall have any liability of any nature whatsoever hereunder, or in connection with the transactions contemplated hereby, except that (1) Section 6.10(b), this Section 8.2, Section 8.4 and Article X shall survive any termination of this Agreement, (iii) notwithstanding anything to the contrary contained in this Agreement, neither Buyer nor HNA shall be relieved or released from any liabilities or damages arising out of their respective breach of any of their respective obligations under this Agreement.

8.3 [RESERVED].

8.4 Amendment. Subject to compliance with applicable Law, this Agreement may be only amended by the parties hereto by an instrument in writing signed on behalf of each of the parties hereto.

(1) Note to Draft: Deleted provision was only relevant in 2-tranche transaction under 1 agreement.

8.5 Extension; Waiver . At any time prior to the Closing, the parties hereto, by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or satisfaction of any conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

ARTICLE IX **INDEMNIFICATION**

9.1 Survival of Representations, Warranties and Covenants . All representations and warranties in Article II and Article IV or in any certificate executed and delivered in fulfillment of the requirements of this Agreement shall survive the Closing Date until the date that is one year following the Closing Date; provided, however, that (a) the HNA Fundamental Representations and the Buyer Fundamental Representations shall survive until expiration (after giving effect to any valid extensions, waivers and tolling periods) of the applicable statute of limitations and (b) all covenants and agreements the performance of which is specified to occur on or prior to the Closing shall survive until the date that is one year following the Closing Date. If written notice of a claim has been given in the manner required by this Article IX prior to the expiration of the applicable representations and warranties or covenants and agreements by the party seeking indemnification for such claim, then the relevant representations and warranties of the other party shall survive as to such claim until such claim has been finally resolved pursuant to this Article IX. All covenants and other agreements that by their terms are to be performed after the Closing Date shall survive in accordance with their terms.

9.2 Indemnification .

(a) Following the Closing, and subject to the other terms of this Article IX, HNA shall indemnify, defend and hold harmless Buyer from and against any and all claims, costs, expenses, losses, damages, liabilities, awards, judgments, costs and expenses (including reasonable attorneys', consultant fees and expenses and the costs of enforcing this Agreement, including this Section 9.2) (collectively, "**Losses**" and individually, a "**Loss**") incurred by Buyer to the extent arising out of or resulting from (i) any failure of any representation or warranty made by HNA in Article II to be true and correct as of the date of this Agreement and as of the Closing Date (or, in the case of any representation and warranty made as of a specific date, as of such specific date) and (ii) any breach of any covenant or agreement of HNA.

(b) Following the Closing, and subject to the other terms of this Article IX, Buyer shall indemnify, defend and hold harmless HNA and its Affiliates from and against any and all Losses to the extent arising out of or resulting from (i) any failure of any representation or warranty made by Buyer in Article IV to be true and correct as of the date of

this Agreement and as of the Closing Date (or, in the case of any representation and warranty made as of a specific date, as of such specific date) and (ii) any breach of any covenant or agreement of Buyer.

(c) Notwithstanding any other provision of this Agreement to the contrary, no party shall have any liability hereunder or otherwise for any special, exemplary or punitive damages; provided that the foregoing shall not limit the right of any Indemnified Party to indemnification in accordance with this Agreement with respect to any Losses or claim or component of any claim, settlement, award or judgment against such party to the extent actually paid pursuant to a Third-Party Claim.

9.3 Indemnification Procedure.

(a) Promptly after the person seeking indemnification pursuant to Section 9.2 (the “ **Indemnified Party** ”) has knowledge of any event or circumstance, including any written claim by a third party, that would reasonably be expected to give rise to indemnification under this Article IX (a “ **Third-Party Claim** ”) (but in any event not later than 10 Business Days prior to the time any response to the asserted claim is required), the Indemnified Party shall deliver to the person from which indemnification is sought (the “ **Indemnifying Party** ”) a notice (a “ **Claim Notice** ”) setting forth in reasonable detail a description of the matter giving rise to indemnification hereunder, including, if known, the anticipated Losses; provided, however, that any failure or delay by the Indemnified Party in delivering a Claim Notice to the Indemnifying Party shall not affect the Indemnified Party’s right to indemnification under this Article IX, except to the extent the Indemnifying Party has been materially prejudiced by such failure or delay.

(a) In case the Indemnifying Party shall object to the indemnification of an Indemnified Party in respect of any claim or in any Claim Notice, the Indemnifying Party, as soon as practicable after receipt by the Indemnifying Party of such Claim Notice, shall deliver to the Indemnified Party a written notice to such effect and the Indemnifying Party and the Indemnified Party, within the 30-day period beginning on the date of receipt by the Indemnified Party of such written objection, shall attempt to agree upon the rights of the respective parties with respect to each of such claims to which the Indemnifying Party shall have so objected, and any agreement reached regarding their respective rights with respect to any of such claims shall be set forth in a written agreement signed by the parties. If the Indemnified Party and the Indemnifying Party are unable to agree as to any particular item or items or amount or amounts, then either the Indemnified Party or the Indemnifying Party may submit such dispute to a court of competent jurisdiction in accordance with this Agreement.

(b) After receipt by the Indemnifying Party of a Claim Notice of a Third Party Claim, such Indemnifying Party may, at its option, assume the defense of the Indemnified Party against such claim (including the employment of counsel of the Indemnifying Party’s choosing). The Indemnified Party, at the expense of the Indemnifying Party, shall cooperate in the compromise of, or defense against, such claim. Except with the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld conditioned or delayed, no Indemnifying Party shall settle or compromise any Third Party Claim or permit a default judgment or consent to an entry of judgment unless such settlement, compromise or

judgment (i) relates solely to money damages, (ii) provides for a full release of the Indemnified Party with respect to the claim(s) being asserted and (iii) does not contain any admission or finding of wrongdoing on behalf of, or impose a restriction on, the Indemnified Party. Until the Indemnifying Party shall have so assumed the defense of the Indemnified Party against such claim following the delivery of such Claim Notice, the Indemnified Party may, but shall not be obligated to, undertake the defense of such claim on behalf of and for the account and risk of the Indemnifying Party, and if such Indemnified Party is entitled to indemnification under this Article IX, all reasonable legal and other expenses reasonably incurred by the Indemnified Party shall be borne by the Indemnifying Party. Any Indemnified Party shall have the right to employ one separate counsel reasonably acceptable to the Indemnifying Party, (other than local counsel) in any such action or claim and to participate in (but not control) the defense thereof either (I) at its own cost and expense or (II) at the Indemnifying Party's cost and expense if (1) the employment of such counsel has been specifically authorized in writing by the Indemnifying Party, (2) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable or (3) one or more defenses are available to the Indemnified Party that are not available to the Indemnifying Party (provided that, in the case of clauses (1), (2) or (3), the Indemnifying Party shall not be liable for the fees and expenses of more than one firm of counsel for all Indemnified Parties, other than local counsel, in any action or claim or group of related actions or claims). No Indemnifying Party shall be liable to indemnify any Indemnified Party for any consent to an entry of any judgment or any compromise or settlement of any such action or claim effected without the consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed). After any such claim has been filed or initiated, each party shall make available to the other parties and their attorneys and accountants all pertinent information under its control relating to such claim which is made available under the terms of a confidentiality agreement or similar protective measures, and the parties agree to render to each other such assistance as they may reasonably require of each other in order to facilitate the proper and adequate defense of any such claim.

9.4 Limitation of Liability .

(a) Notwithstanding any provision of this Agreement to the contrary, HNA shall not be liable in respect of any indemnification obligation for Losses under Section 9.2(a)(i) (other than in respect of any failure of the HNA Fundamental Representations to be true and correct) (i) unless and until the aggregate cumulative amount of such Losses for which indemnification would be available but for this Section 9.4(a) exceeds 3% of the Consideration (such amount, the “ **Indemnity Deductible** ”), in which case HNA shall be liable for such Losses in excess of the Indemnity Deductible, subject to any limitations provided in Section 9.4(c) and in other provisions of this Article IX, or (ii) for amounts in excess of the total aggregate Consideration (such amount, the “ **Indemnity Cap** ”) in the aggregate for all such Losses. Notwithstanding any provision of this Agreement to the contrary, the maximum aggregate obligation of HNA under Section 9.2(a) shall not exceed the Consideration actually paid by the Buyer, absent fraud.

(b) Notwithstanding any provision of this Agreement to the contrary, Buyer shall not be liable in respect of any indemnification obligation for Losses under Section 9.2(b)(i) (other than in respect of any failure of the Buyer Fundamental Representations to be

true and correct) (i) unless and until the aggregate cumulative amount of Losses for which indemnification would be available but for this Section 9.4(b) exceeds the Indemnity Deductible, in which case Buyer shall be liable for such Losses in excess of the Indemnity Deductible, subject to any limitations provided in Section 9.4(c) and in other provisions of this Article IX, or (ii) in excess of the Indemnity Cap in the aggregate for all such Losses. Notwithstanding any provision of this Agreement to the contrary, the maximum aggregate obligation of Buyer under Section 9.2(b) shall not exceed the Consideration actually paid or payable hereunder, absent fraud.

(c) All claims for indemnification pursuant to Section 9.2(a) and Section 9.2(b) must be asserted by the party seeking indemnification, in writing in accordance with this Article IX not later than the date on which the applicable representation, warranty, covenant or agreement ceases to survive pursuant to Section 9.1; provided, however, that if written notice of a claim specifying the indemnification claim in reasonable specificity (including the representations, warranties, covenants and/or agreements alleged to have been breached) has been given in accordance with this Article IX prior to such date, such claim (and the relevant representations, warranties, covenants and/or agreements of the other party) shall survive until such claim has been finally resolved pursuant to this Article IX.

9.5 Effect on Consideration. All payments made under this Article IX shall be treated as adjustments to the Consideration for all Tax purposes, except as otherwise required pursuant to applicable Law.

9.6 Calculation of Losses. In calculating any amount indemnifiable hereunder in respect of Losses, such Losses shall be reduced by (a) any amount actually recovered by the Indemnified Party under applicable insurance policies, under any indemnification or similar agreements, or from any other person alleged to be responsible for any Losses, or other rights of recovery with respect to such Losses (and the Indemnified Party shall use commercially reasonable efforts to seek such recoveries), net of any deductible or any other reasonable and necessary out-of-pocket expense incurred by the Indemnified Party in obtaining such recovery and (b) any Tax benefit actually realized to the Indemnified Party or its Affiliates in connection with the accrual, incurrence or payment of any such Losses (determined as actually realized on a “with or without” basis). If an Indemnified Party or its Affiliates receives any such recovery described in clause (a) above after an indemnification payment by the Indemnifying Party has been made, then such Indemnified Party or its Affiliates shall promptly reimburse the Indemnifying Party for any payment made, but not in excess of the amount received by the Indemnified Party or its Affiliates. In the event of the occurrence of any Losses, an Indemnified Party shall seek recovery under any and all available third party insurance policies or third party indemnification obligations or other rights of recovery with respect to such Losses. Each party shall make commercially reasonable efforts to mitigate any claim or liability that any such party asserts under this Article IX. No Indemnifying Party shall be responsible for Losses of an Indemnified Party to the extent caused by unlawful conduct of such Indemnified Party.

9.7 No Duplication. Any liability for any Loss shall be determined without duplication of recovery by reason of the state of facts giving rise to such Loss constituting a breach of more than one representation, warranty, covenant or agreement of this Agreement.

9.8 No Set-Off. Neither Buyer nor HNA shall have any right to off-set or set-off any payment due pursuant to this Article IX against any other payment to be made pursuant to this Agreement.

9.9 Exclusive Remedy. Each party acknowledges and agrees that, absent fraud and except as provided in Section 8.2, Section 8.3, and Section 10.10, if the Closing does not happen as a result of any breach or inaccuracy of any representation or warranty contained in Article II or Article IV, as the case may be, of this Agreement or any certificate or instrument delivered hereunder, the sole and exclusive remedy of Buyer and HNA for such breach or inaccuracy shall be refusal to close the Acquisition. Except as provided in the immediately preceding sentence and in Section 8.2, Section 8.3 and Section 10.10, this Article IX shall provide the sole and exclusive remedy for any and all claims for monetary damages in respect of this Agreement.

9.10 Assignment of Claims. The Indemnifying Party shall be subrogated to, and the Indemnified Party shall assign, any right of action (whether pursuant to contract, arising under applicable Law or otherwise) which the Indemnified Party may have against any other person with respect to any matter giving rise to a claim for indemnification hereunder.

ARTICLE X

GENERAL PROVISIONS

10.1 Expenses; Transfer Taxes; and VAT.

(a) All costs and expenses incurred by a party to this Agreement in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

(b) All stamp duty, stamp duty reserve tax and any other registration, transfer, documentary or similar tax, levy or duty relating to the transactions contemplated by this Agreement (collectively “**Transfer Taxes**”) shall be solely for the account of Buyer, and Buyer shall ensure that all Tax Returns relating to Transfer Taxes and all payments of Transfer Taxes shall be made on or before their due date and in full. Buyer shall indemnify and hold harmless HNA and its respective Affiliates in respect of any failure by Buyer to comply with its obligations under this Section 10.1(b).

(c) All amounts payable or stated to be payable in or in connection with this Agreement are inclusive of all applicable VAT.

10.2 Notices.

(a) All notices and other communications hereunder shall be in writing and shall be deemed given upon delivery if delivered personally or by electronic mail, on the 3rd Business Day following the date of the mailing if mailed by registered or certified mail (return receipt requested) or on the 1st Business Day following the date of dispatch if delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to Buyer, to:

Paulson & Co. Inc.
1133 Avenue of the Americas
New York, NY 10036
Attention: John Paulson
Michael Waldorf
michael.waldorf@paulsonco.com

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

Kleinberg, Kaplan, Wolff & Cohen, P.C.
551 Fifth Avenue
New York, NY 10176
Attention: Christopher P. Davis
cdavis@kkwc.com

(ii) if to HNA, to:

HNA Eagle Holdco LLC

c/o HNA Group North America LLC
1180 Avenue of the Americas, Suite 1801
New York, NY 10036
Attention: Enrico Marini Fichera
Enrico.fichera@hnagroup.com
Daniel Chen
Daniel.chen@hnagroup.com

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

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attention: John M. Reiss
F. Holt Goddard
John S. Kim
jreiss@whitecase.com
holt.goddard@whitecase.com
jskim@whitecase.com

10.3 Certain Definitions. For purposes of this Agreement:

“ **Acquisition** ” has the meaning set forth in the Recitals.

“ **Additional Approvals** ” means any consents, authorizations, approvals and waiting periods from any Governmental Entity that are required by applicable Law to consummate the Closing.

“ **Ancillary Agreement** ” means the Assignment Agreements and the Deed of Assignment.

“ **Antitrust Laws** ” mean any antitrust, competition or trade regulation Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening competition through merger or acquisition, including the HSR Act.

“ **Business Day** ” means a day (other than a Saturday or Sunday) on which banks in the City of New York are generally open for business.

“ **Buyer Fundamental Representations** ” means Sections 4.1 and 4.2(a).

“ **Company** ” has the meaning set forth in the Recitals.

“ **Company Shares** ” means the Purchased Shares.

“ **Contract** ” means any written or oral contract, arrangement, commitment, understanding, note, bond, mortgage, indenture, deed of trust, license, lease, instrument or other agreement.

“ **Government List** ” means any list maintained by any agency or department of any Governmental Entity in the United States of America of persons, organizations or entities subject to international trade, export, import or transactions restrictions, controls or prohibitions, including (i) the Denied Persons List and Entities List maintained by the United States Department of Commerce, the European Union or HMT, (ii) the List of Specially Designated Nationals and Blocked Persons and the List of Sectoral Sanctions Identification maintained by the United States Department of Treasury, (iii) the Foreign Terrorist Organizations List and the Debarred Parties List maintained by the United States Department of State and (iv) those Persons, organizations and entities listed in the Annex to, or are otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 21, 2004).

“ **HNA Fundamental Representations** ” means Sections 2.1, 2.2, and 2.4.

“ **Material Adverse Effect** ” with respect to any person means any circumstance, change, event, development, fact or effect (each, an “Effect”) that (a) has a material adverse effect on the business, assets, results of operations or financial condition of such person and its Subsidiaries taken as a whole (provided, however, that, with respect to this clause (a), Material Adverse Effect shall not be deemed to include the impact of any Effect to the extent resulting from or arising out of (i) changes, after the date hereof, in GAAP or other accounting principles or, in each case, official binding interpretations or the enforcement thereof by Governmental Entities; (ii) changes, after the date hereof, in applicable Laws or, in each case, official binding interpretations or the enforcement thereof by Governmental Entities; (iii) changes, after the date hereof, in global, national or regional political conditions (including the outbreak of war, armed hostilities or acts of terrorism) or in economic or market conditions, (iv) changes, after the date hereof, in prevailing interest rates, currency exchange rates or the financial or capital markets (including changes in securities trading prices and volumes); (v) changes, after the date hereof, affecting the financial services industry generally and not specifically relating to such person or

its Subsidiaries; (vi) the announcement of this Agreement or the transactions contemplated hereby, including the identity of Buyer and any announced plans or intentions of Buyer with respect to such person or any of its Subsidiaries or their respective businesses; (vii) the failure by such person or any of its Subsidiaries to meet internal projections or forecasts or published revenue or earnings predictions for any period ending on or after the date of this Agreement (but not the underlying reasons therefore or causes thereof); (viii) hurricanes, earthquakes, floods or other natural disasters; (ix) actions taken, or failure to take any action, which Buyer has requested in writing or which are expressly contemplated by this Agreement; or (x) any termination of Client accounts or Management Contracts or reduction in assets under management (but not the underlying reasons therefore or causes thereof); except, with respect to subclauses (iii), (iv), (v) or (viii), to the extent that the effects of such change are disproportionately adverse to such person and its Subsidiaries as compared to other companies in the industry in which such person and its Subsidiaries operate) or (b) prevents or materially delays or materially impairs the ability of such person to timely perform their respective obligations under this Agreement or consummate the transactions contemplated hereby.

“ **Law** ” means any statute, law, ordinance, regulation, rule, regulation, code, order, writ, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Entity and references to “lawfully” and similar expressions shall be construed accordingly.

“ **Lien** ” means any lien, claim, charge, encumbrance, easement, mortgage, pledge, security interest or other encumbrance of any kind. For the avoidance of doubt, any claims or disputes related to the Shareholder Agreement shall not be considered a Lien.

“ **Ordinary Course** ” means, with respect to any person, the ordinary course of business of such person consistent with past practices in all material respects.

“ **Organizational Documents** ” of any person shall mean the certificate of incorporation or formation or organization, articles of organization, articles of association, bylaws, partnership agreement, limited partnership agreement, limited liability company agreement or other comparable governing documents of such person.

“ **Registration Rights Agreement** ” means that certain Registration Rights Agreement among the Company, Old Mutual plc and OM Group (UK) Limited, dated as of October 8, 2014.

“ **SEC** ” means the United States Securities and Exchange Commission.

“ **Shareholder Agreement** ” means that certain Shareholder Agreement among Old Mutual plc and OM Group (UK) Limited and the Company dated October 8, 2014.

“ **Shares** ” has the meaning set forth in the Recitals.

“ **Subsidiary** ” means, with respect to any person, any corporation, partnership, limited liability company or other organization, whether incorporated or unincorporated, or person of which (a) such first person directly or indirectly owns or controls at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions or (b) such first person is or directly or

indirectly has the power to appoint a general partner, manager or managing member or others performing similar functions.

“ **Takeover Code** ” means the City Code on Takeovers and Mergers, as amended from time to time.

“ **Taxes** ” means all national, federal, state, local, and foreign taxes, levies, duties or imposts of any kind whatsoever, in each case, imposed by a Governmental Entity, together with all interest, additions to tax and penalties thereon.

“ **Tax Return** ” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, supplied or required to be supplied to a Governmental Entity.

“ **Purchased Shares** ” has the meaning set forth in the Recitals.

“ **VAT** ” means (a) any tax imposed in compliance with the European Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

“ **Wire Transfer** ” means a payment in immediately available funds by wire transfer in lawful money of the United States to such account or to a number of accounts as shall have been designated by written notice from the receiving party to the paying party at least three (3) Business Days prior to the Closing Date.

10.4 Interpretation. The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. When a reference is made in this Agreement to Articles, Sections, Exhibits or Schedules, such reference shall be to an Article or Section of or Exhibit or Schedule to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” References to “the date hereof” shall mean the date of this Agreement. As used herein, (a) the term “person” means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature, and shall include the successors and permitted assigns of a person, (b) an “Affiliate” of a specified person is any person that directly or indirectly controls, is controlled by, or is under common control with, such specified person; provided that solely for purposes of interpreting the representations, warranties and covenants of HNA under this Agreement, the Company will not be considered an Affiliate of HNA regardless of how the Company may be treated under applicable law; (c) the term “dollars” or “\$” means U.S. dollars and (d) “commercially reasonable efforts” means the efforts that a commercially

reasonable person desirous of achieving a result and acting with diligence would use in similar circumstances to achieve that result. Nothing contained herein shall require any person to take any action or fail to take any action if to do so would violate any applicable Law.

10.5 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

10.6 Entire Agreement. This Agreement (including the documents and the instruments referred to herein) together with the Ancillary Agreements constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

10.7 Governing Law; Jurisdiction.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to any applicable conflicts of law.

(b) Each party agrees that it will bring any suit, action or proceeding to enforce any provision of, or in respect of any claim arising out of or related to, this Agreement or the transactions contemplated hereby exclusively in any federal or state court sitting in the Borough of Manhattan in the State of New York (the “**Chosen Courts**”), and, solely with respect to any such suit, action or proceeding, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such suit, action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party and (iv) agrees that service of process upon such party in any such suit, action or proceeding will be effective if notice is given in accordance with Section 10.2. or by any other means permitted by New York laws or rules of the Chosen Courts.

10.8 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY LAW AT THE TIME OF INSTITUTION OF THE APPLICABLE LITIGATION, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.8.

10.9 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (including by operation of law) by any of the parties hereto (except that Buyer may freely assign to its Affiliates or accounts or entities under common investment management) without the prior written consent of the other parties; provided, that any such permitted assignee shall expressly agree in writing to be bound by the terms and conditions of this Agreement; provided, further, that no such assignment shall relieve Buyer of any of its obligations under this Agreement or any Ancillary Agreement. Any purported assignment in contravention hereof shall be null and void. 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. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the parties hereto and their permitted assigns any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance herewith without notice or liability to any other person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, persons other than the parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date hereof or as of any other date.

10.10 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and, accordingly, that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Acquisition), in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security or a bond as a prerequisite to obtaining equitable relief.

10.11 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction such that the invalid, illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.

10.12 Delivery by Facsimile or Electronic Transmission. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by e-mail delivery of a ".pdf" format data file, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party

hereto or to any such agreement or instrument shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver a signature to this Agreement or any amendment hereto or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation of a contract and each party hereto forever waives any such defense.

10.13 Parent Guaranty. Parent hereby unconditionally and irrevocably guarantees the full and timely payment (when due and at all times thereafter) of all amounts required to be paid and performance of all obligations to be performed hereunder by HNA (the “**HNA Obligations**”). The liability of Parent for such guarantee shall be direct and not contingent on the pursuit of remedies against any HNA. The guarantee of Parent shall be a continuing guarantee, and shall remain in full force and effect until the HNA Obligations are paid and performed in full. All payments received from any HNA or on account of any of the HNA Obligations from whatsoever source shall be taken and applied as payment in gross and shall reduce Parent’s liability for the HNA Obligations under the guarantee, and the guarantee shall apply to and secure only any ultimate balance of such HNA Obligations that shall remain owing after application of such payments; provided that Parent shall remain liable to Buyer for any amounts subsequently disgorged as a result of the insolvency or bankruptcy of HNA notwithstanding any termination of this guarantee. Parents shall be entitled to assert any and all defenses, claims and discharges of any HNA pertaining to the HNA Obligations (other than those of insolvency, bankruptcy or automatic stay), including the defense of discharge by payment in full or in part. The obligations of Parent pursuant to this Section 10.13 shall be subject to the same limitations that apply to the obligations of HNA hereunder and in no event shall Parent’s liability exceed the amount of HNA’s payment obligations.

[Signature Page Follows]

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

HNA EAGLE HOLDCO LLC

By: /s/ Enrico Marini Fichera
Name: Enrico Marini Fichera
Title: Authorized Signatory

Solely for the purposes of Section 10.13:

HNA CAPITAL (U.S.) HOLDING LLC

By: /s/ Enrico Marini Fichera
Name: Enrico Marini Fichera
Title: Authorized Signatory

[Signature Page to 2nd Tranche Share Purchase Agreement]

PAULSON & CO., INC.

By: /s/ Michael Waldorf
Name: Michael Waldorf
Title: Partner

[*Signature Page to 2nd Tranche Share Purchase Agreement*]

Schedule 6.3

1. John Paulson
 2. Dr. Guang Yang
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