

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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FILER

**HARBINGER GROUP INC.**

CIK: **109177** | IRS No.: **741339132** | State of Incorpor.: **DE** | Fiscal Year End: **0930**  
Type: **8-K** | Act: **34** | File No.: **001-04219** | Film No.: **11752568**  
SIC: **3690** Miscellaneous electrical machinery, equipment & supplies

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450 PARK AVENUE  
27TH FLOOR  
NEW YORK NY 10022

Business Address  
450 PARK AVENUE  
27TH FLOOR  
NEW YORK NY 10022  
347 840 8677

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

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): April 6, 2011**

**HARBINGER GROUP INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**1-4219**

(Commission File Number)

**74-1339132**

(IRS Employer Identification No.)

**450 Park Avenue, 27th Floor,  
New York, New York**

(Address of principal executive offices)

**10022**

(Zip Code)

Registrant's telephone number, including area code: **(212) 906-8555**

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 2.01 Completion of Acquisition or Disposition of Assets

On April 6, 2011, Harbinger OM, LLC, a Delaware limited liability company (“HOM”) and wholly-owned subsidiary of Harbinger Group Inc., a Delaware corporation, completed its acquisition of all of the outstanding shares of capital stock of Old Mutual U.S. Life Holdings, Inc. for \$350 million pursuant to the First Amended and Restated Stock Purchase Agreement, dated as of February 17, 2011 (the “Purchase Agreement”), between HOM and OM Group (UK) Limited (“OM Group”).

The foregoing description of the Purchase Agreement is qualified in its entirety by reference to the Purchase Agreement, which is included as Exhibit 2.1, as modified by the Letter Agreement, dated April 6, 2011, between OM Group and HOM and the Letter Agreement, dated April 6, 2011, from Old Mutual PLC and OM Group to HOM, which are included as Exhibits 2.2 and 2.3. The Purchase Agreement and Letter Agreements are incorporated into this Current Report on Form 8-K by reference.

## Item 9.01 Financial Statements and Exhibits.

### (a) Financial statements of businesses acquired.

To be filed by amendment within 71 days after the due date of this report.

### (b) Pro forma financial information.

To be filed by amendment within 71 days after the due date of this report.

### (d) Exhibits

- 2.1\* First Amended and Restated Stock Purchase Agreement, dated as of February 17, 2011, between Harbinger OM, LLC, a Delaware limited liability company, and OM Group (UK) Limited, a private limited company incorporated in England and Wales (Incorporated herein by reference to Exhibit 2.2 to the Company’s Current Report on Form 8-K filed March 10, 2011 (File No. 1-4219)).
- 2.2 Letter Agreement, dated April 6, 2011, between OM Group (UK) Limited and Harbinger OM, LLC.
- 2.3 Letter Agreement, dated April 6, 2011, from Old Mutual PLC and OM Group (UK) Limited to Harbinger OM, LLC.

\* Harbinger Group Inc. has omitted certain schedules and exhibits pursuant to Item 601(b)(2) of Regulation S-K and shall furnish supplementally to the Securities and Exchange Commission (the “SEC”) copies of any of the omitted schedules and exhibits upon request by the SEC.

## SIGNATURES

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

HARBINGER GROUP INC.

Date: April 11, 2011

By: /s/ Francis T. McCarron

Name: Francis T. McCarron

Title: Executive Vice President and  
Chief Financial Officer

April 6, 2011

Harbinger OM, LLC  
450 Park Ave., 30th Floor  
New York, NY 10022

**Re: Application of Section 6.1(g) of the Stock Purchase Agreement to Old Mutual plc Equity Incentive Plans**

This letter agreement (this "Agreement") is being executed and delivered to confirm certain agreements with respect to Seller's obligations under Section 6.1(g) of the First Amended and Restated Stock Purchase Agreement, by and between OM Group (UK) Limited and Harbinger OM, LLC, dated as of February 17, 2011 (the "SPA"), and other agreements of the parties with respect to matters addressed herein. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the SPA.

1. Understanding Regarding the Share Plans. Buyer and Seller hereby agree that the obligations of the parties under Section 6.1(g) of the SPA will be deemed fulfilled with respect to the Old Mutual plc Share Reward Plan, and also hereby agree to take certain actions with respect to the Old Mutual plc Restricted Share Plan (collectively with the Old Mutual plc Share Reward Plan, the "Share Plans"), as follows:

1.1 As soon as reasonably practicable after the Closing, Seller shall cause the shares underlying any award made under the Share Plans for which a Sale Election is in effect to be sold in accordance with the terms of the Share Plans and Employee elections. For purposes of this Agreement, the term "Sale Election" shall mean an election made by an Employee who is a participant in the Share Plans or the Option Plan (as defined below) directing Seller or its Affiliates to sell the shares underlying an award granted pursuant to the Share Plans or Option Plan, as applicable.

1.2 As soon as reasonably practicable after the sale of the awards as described in paragraph 1.1 above, Seller shall notify Buyer in writing of the following: (a) the proceeds of the sale of awards described in paragraph 1.1 that shall be paid to each Employee (the "Share Plans Cash Bonus"), and (b) the number of shares underlying any awards made under the Share Plans for which a Sale Election is not in effect and that will not be settled in cash and instead will be settled in shares for each Employee (the "Share Plans Stock Bonus").

1.3 Along with the notice provided in paragraph 1.2, Seller shall pay to Buyer, or at the direction of Buyer to the Transferred Companies, the Share Plans Cash Bonus, reduced by the Compensation Tax Benefit.

1.4 Buyer shall, or shall cause the Transferred Companies to, use commercially reasonable efforts to (a) pay to each Employee the Share Plans Cash Bonus, and (b) if applicable, cooperate with Seller to transmit to the participating Employees new share certificates on behalf of Seller reflecting the lapse of the restrictions with respect to the Share Plans Stock Bonus, in each case less applicable tax withholdings and as disclosed in writing by Seller in accordance with Section 6.1(g) and this paragraph 1.

2. Understanding Regarding the Option Plan. Buyer and Seller hereby agree to take certain actions with respect to the Old Mutual Share Option and Deferred Delivery Plan (the "Option Plan"), as follows:

2.1 As soon as reasonably practicable after an Employee who holds an award under the Option Plan exercises such award, Seller shall cause the shares underlying any such award for which a Sale Election is in effect to be sold in accordance with the terms of the Option Plan and such Employee's election.

2.2 As soon as reasonably practicable after the exercise of an option by a participating Employee, Seller shall notify Buyer in writing of the following: (a) if a Sale Election is in effect for such option, the proceeds of the sale of the option that shall be paid to such Employee (the "Option Plan Cash Bonus"), and (b) if a Sale Election is not in effect for such option, the number of shares underlying such option that that will not be settled in cash and instead will be settled in shares for such Employee (the "Option Plan Stock Bonus").

2.3 Along with the notice provided in paragraph 2.2, Seller shall pay to Buyer, or at the direction of Buyer to the Transferred Companies, the Option Plan Cash Bonus, reduced by the Compensation Tax Benefit.

2.4 Buyer shall, or shall cause the Transferred Companies to, use commercially reasonable efforts to (a) pay to each Employee the Option Plan Cash Bonus, and (b) if applicable, cooperate with Seller to transmit to the participating Employees share certificates on behalf of Seller reflecting the acquisition of the Option Plan Stock Bonus, in each case less applicable tax withholdings and as disclosed in writing by Seller in accordance with this paragraph 2.

3. Understanding Regarding the Compensation Tax Benefit. Buyer and Seller hereby agree that, for purposes of Sections 6.1(f) and 6.1(g) and for purposes of all matters referred to in this Agreement, the Compensation Tax Benefit shall be deemed to have a value equal to Zero Dollars (\$0).

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4. Understanding Regarding Section 409A. To the extent Seller has knowledge of any compliance issues under Internal Revenue Code Section 409A regarding any payment made in connection with this Agreement, Seller shall promptly inform Buyer of such issues, and Seller and Buyer shall cooperate to resolve such issues in a timely manner.

5. Miscellaneous.

5.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

5.2 Agreement. This Agreement is binding on and enforceable against Seller and Buyer notwithstanding any contrary provisions in the SPA, and in the event of a conflict between the provisions of this Agreement and the SPA, the provisions of this Agreement shall control with respect to the parties hereto. The Agreement may only be amended in writing by the parties hereto.

5.3 No Other Modification. Except as specifically provided herein, the terms and conditions of the SPA, and in particular of Sections 6.1(f) and 6.1(g) of the SPA, shall remain in full force and effect and shall govern the rights and obligations of Buyer and Seller.

5.4 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any such Agreement.

*[signature page follows]*

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

OM GROUP (UK) LIMITED

By: /s/ Alex Duncan  
Name: Alex Duncan  
Title: Director of Finance – Capital

HARBINGER OM, LLC

By: /s/ Francis T. McCarron  
Name: Francis T. McCarron  
Title: Executive Vice President and  
Chief Financial Officer



OLD MUTUAL PLC  
5<sup>th</sup> Floor, Old Mutual Place  
2 Lambeth Hill  
London, EC4V 4GG, United Kingdom

April 6, 2011

Harbinger OM, LLC  
450 Park Avenue, 30th Floor  
New York, NY 10022

**RE: Reserve Facility**

Ladies and Gentlemen:

Reference is made to the First Amended and Restated Stock Purchase Agreement between Harbinger OM, LLC (“Buyer”) and OM Group (UK) Limited (“Seller”), dated as of February 17, 2011 (the “Stock Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Stock Purchase Agreement. This letter agreement (this “Letter Agreement”) is being executed and delivered to confirm certain agreements of the parties hereto with respect to their respective obligations related to the Reserve Facility.

Section 1.1 Compliance with Covenants and Agreements under Reserve Facility. Old Mutual plc (“Old Mutual”) and Seller shall, and shall cause their respective Affiliates to, perform their respective covenants and agreements set forth in the definitive agreements for the Reserve Facility, including, without limitation, any obligation to post collateral in accordance with the terms of the Reimbursement Agreement to be entered into in connection therewith, by and among Raven Reinsurance Company, as Borrower, Nomura International plc, as Administrative Agent, Nomura Bank International plc (“Nomura”), as Issuing Lender, Old Mutual and Buyer (the “Reimbursement Agreement”). Old Mutual represents and warrants to Buyer that, except as set forth in the Reimbursement Agreement, there are no agreements or other understandings between Nomura or any of its Affiliates, on the one hand, and Old Mutual or any of its Affiliates, on the other hand, relating to the posting of collateral in connection with the Reserve Facility.

Section 1.2 Indemnity Obligations.

(a) *Old Mutual’s Obligation to Indemnify*. Old Mutual agrees to indemnify and hold harmless each of the Buyer Indemnitees from and against all Losses to the extent arising from or related to any breach of any covenant made by Old Mutual or any of its Affiliates to Nomura under the definitive agreements for the Reserve Facility to post collateral in connection with the Reserve Facility, provided that any payment required to be made pursuant to this clause (a) shall be net, and without duplication, of any payment in respect of such Losses made by Seller pursuant to Section 9.1(a)(vi) of the Stock Purchase Agreement.

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(b) *Scope of Indemnification.* The parties hereto agree and acknowledge that any Losses arising in connection with any collateral posted by Old Mutual or any of its Affiliates, on the one hand, or by Buyer or any of its Affiliates, on the other hand (such party being the “Indemnified Party”), to cure a failure by the other party (the “Indemnifying Party”) to post collateral to the extent required of such Indemnifying Party pursuant to the terms of the Reimbursement Agreement that are indemnifiable pursuant to (i) Buyer’s indemnification obligations in Section 9.1(b) of the Stock Purchase Agreement, (ii) Seller’s indemnification obligations in Section 9.1(a)(vi) of the Stock Purchase Agreement, or (iii) Old Mutual’s indemnification obligations in Section 1.2(a) of this Letter Agreement, shall in each case be limited to the amount of any collateral posted by the Indemnified Party to cure a failure by the Indemnifying Party to post such collateral, plus interest on such amount calculated pursuant to Section 2.7 of the Stock Purchase Agreement from the date of posting until the date of payment thereof to the Indemnified Party. Any such Losses shall be payable by the Indemnifying Party only to the extent collateral posted by the Indemnified Party is not returned by Nomura or an Affiliate thereof to such Indemnified Party when due pursuant to the Reimbursement Agreement. In furtherance of the foregoing, no claim of indemnification shall be made by an Indemnified Party in connection with such Losses before the time when the return of the collateral posted by the Indemnified Party is due pursuant to the terms of the Reimbursement Agreement. Notwithstanding the foregoing or anything to the contrary in the Stock Purchase Agreement, Buyer’s obligation to indemnify the Seller Indemnitees under Section 9.1(b)(iii) of the Stock Purchase Agreement with respect to Losses arising from or related to, among other things, “any obligation to post collateral” shall not apply to the initial \$15 million of collateral required to be posted by Old Mutual pursuant to the Reimbursement Agreement.

(c) *Indemnification Procedures.* The indemnification provided hereunder shall be subject, *mutatis mutandis*, to the procedures set forth in Article IX of the Stock Purchase Agreement.

### Section 1.3 Miscellaneous.

(a) *Governing Law.* This Letter Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

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(b) *Specific Performance.* The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Letter Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, without the necessity of posting bond or other undertaking, the parties shall be entitled to an injunction or injunctions to prevent breaches of this Letter Agreement and to enforce specifically the terms and provisions of this Letter Agreement in accordance with this Letter Agreement, this being in addition to any other remedy to which such party is entitled at law or in equity. In the event that any Action is brought in equity to enforce the provisions of this Letter Agreement, no party hereto shall allege, and each party hereto hereby waives the defense or counterclaim, that there is an adequate remedy at law.

(c) *Agreement.* This Letter Agreement is binding on and enforceable against Old Mutual, Seller and Buyer notwithstanding any contrary provisions in the Stock Purchase Agreement (including Section 12.4 thereof), and in the event of a conflict between the provisions of this Letter Agreement and the Stock Purchase Agreement, the provisions of this Letter Agreement shall control with respect to the parties hereto. This Letter Agreement may only be amended in writing by the parties hereto.

(d) *No Other Modification.* Except as specifically provided herein, the terms and conditions of the Stock Purchase Agreement shall remain in full force and effect and shall govern the rights and obligations of Buyer and Seller.

(e) *Counterparts.* This Agreement may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any such Agreement.

*[Remainder of this page intentionally left blank]*

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Very truly yours,

OLD MUTUAL PLC

By: /s/ Martin C. Murray

Name: Martin C. Murray

Title: Solicitor and Group Company Secretary  
Old Mutual PLC

OM GROUP (UK) LIMITED

By: /s/ Alex Duncan

Name: Alex Duncan

Title: Director of Finance – Capital

Agreed and acknowledged  
as of the date first written above,

HARBINGER OM, LLC

By: /s/ Francis T. McCarron

Name: Francis T. McCarron

Title: Executive Vice President and Chief Financial Officer

[Signature Page to Reserve Facility Letter Agreement]