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**Section 1: 8-K (NATIONSTAR MORTGAGE HOLDINGS INC. 8-K)**

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report: June 21, 2018**

**Nationstar Mortgage Holdings Inc.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-35449**  
(Commission File Number)

**45-2156869**  
(I.R.S. Employer  
Identification Number)

**8950 Cypress Waters Boulevard  
Coppell, Texas 75019**  
(Address of Principal Executive Offices)

**(469) 549-2000**  
(Registrant's Telephone Number, Including Area Code)

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 (*see* General Instruction A.2. below):

- Written communication 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 communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## Item 1.01 Entry into a Materially Definitive Agreement

In connection with the previously announced consent solicitations (the “Consent Solicitations”), on June 21, 2018 (the “Effective Time”), Nationstar Mortgage LLC and Nationstar Capital Corporation (collectively, the “Issuers”), each a wholly-owned subsidiary of Nationstar Mortgage Holdings Inc. (the “Company”), entered into (i) the Supplemental Indenture (the “2021 Notes Supplemental Indenture”) to the Indenture, dated as of February 7, 2013 (as amended and supplemented from time to time, the “2021 Notes Indenture”), among the Issuers, the guarantors party thereto (the “Guarantors”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”), governing the Issuers’ 6.500% Senior Notes due 2021 (the “2021 Notes”) and (ii) the Supplemental Indenture (the “2022 Notes Supplemental Indenture” and, together with the 2021 Notes Supplemental Indenture, the “Supplemental Indentures”) to the Indenture, dated as of May 31, 2013 (as amended and supplemented from time to time, the “2022 Notes Indenture” and, together with the 2021 Notes Indenture, the “Indentures” and each, an “Indenture”), among the Issuers, the Guarantors and the Trustee, governing the Issuers’ 6.500% Senior Notes due 2022 (the “2022 Notes” and, together with the 2021 Notes, the “Notes”).

On February 12, 2018, the Company entered into an Agreement and Plan of Merger (the “Merger Agreement”) with WMIH Corp. (“WMIH”) and Wand Merger Corporation, a direct wholly-owned subsidiary of WMIH (“Merger Sub”), pursuant to which the Company will merge (the “Merger”) with and into Merger Sub with the Company surviving the Merger as a wholly-owned subsidiary of WMIH. Each Supplemental Indenture was entered into to modify the definition of “Sponsor” to include any of (i) Fortress Investment Group LLC and its Affiliates (as defined in each of the Indentures) (other than any portfolio company of any of the foregoing) and (ii) Kohlberg Kravis Roberts & Co. L.P. and its Affiliates, including WMIH and its Affiliates (other than any portfolio company of any of the foregoing), and modify the definition of “Change of Control” (as defined in each of the Indentures) to provide that the Merger will not constitute a Change of Control under either of the Indentures (collectively, the “Amendments”). Pursuant to the terms of each Supplemental Indenture, the Amendments to the applicable Indenture has become effective as of the Effective Time and shall thereafter bind every holder of such series of Notes, but if the Merger is not consummated on or before November 12, 2018 (as such date may be extended pursuant to the Merger Agreement) or if the Merger Agreement is earlier terminated in accordance with its terms, each Supplemental Indenture provides that the definitions of “Change of Control” and “Sponsor” in the applicable Indenture shall revert to the form in effect prior to the applicable Effective Time.

The foregoing description of each Supplemental Indenture is a summary and is qualified in its entirety by reference to the respective Supplemental Indenture, copies of which are filed as Exhibit 4.1 and Exhibit 4.2 hereto and are incorporated by reference herein.

## Item 8.01 Other Events.

On June 21, 2018, the Company issued a press release announcing that the Issuers had received the requisite consents from holders of at least a majority in outstanding aggregate principal amount of each series of Notes in connection with the Consent Solicitations.

A copy of the press release announcing the receipt of the requisite consents in the Consent Solicitations is attached hereto as Exhibit 99.1 and incorporated herein by reference.

## Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Exhibit</u>
<u>4.1</u>	<u>Second Supplemental Indenture, dated as of June 21, 2018, by and among Nationstar Mortgage LLC, Nationstar Capital Corporation, the guarantors thereto and Wells Fargo Bank, National Association, as trustee</u>
<u>4.2</u>	<u>First Supplemental Indenture, dated as of June 21, 2018, by and among Nationstar Mortgage LLC, Nationstar Capital Corporation, the guarantors thereto and Wells Fargo Bank, National Association, as trustee</u>
<u>99.1</u>	<u>Press release of Nationstar Mortgage Holdings Inc., dated June 21, 2018</u>

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## 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.

Nationstar Mortgage Holdings Inc.

Date: June 21, 2018

By: /s/Amar Patel

Amar Patel  
Chief Financial Officer

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## Section 2: EX-4.1 (EXHIBIT 4.1)

**Exhibit 4.1**

### SECOND SUPPLEMENTAL INDENTURE

Second Supplemental Indenture (this “Second Supplemental Indenture”), dated as of June 21, 2018, among Nationstar Mortgage LLC, a Delaware limited liability company (“Nationstar”), Nationstar Capital Corporation, a Delaware corporation (“Nationstar Corp.” and, together with Nationstar, the “Issuers”), the Guarantors (as defined in the Indenture referred to herein) and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

#### WITNESSETH:

WHEREAS, the Issuers and the Guarantors have heretofore executed and delivered to the Trustee an indenture (the “Original Indenture”), dated as of February 7, 2013, as amended and supplemented by a first supplemental indenture, dated as of March 26, 2013 (the “First Supplemental Indenture” and, together with the Original Indenture, the “Indenture”) that governs the Issuers’ existing outstanding 6.500% Senior Notes due 2021 (the “Notes”);

WHEREAS, Section 9.02 of the Indenture provides that the Issuers, the Guarantors and the Trustee may amend any provision of the Indenture (other than certain provisions enumerated in Section 9.02 of the Indenture, none of which provisions are implicated hereby) with the consent of the Holders (as defined in the Indenture) of at least a majority in aggregate principal amount of the Notes (including Additional Notes, if any) then outstanding voting as a single class and execute a supplemental indenture;

WHEREAS, the Issuers solicited, and have received, consents to the amendments contemplated hereby, upon the terms and subject to the conditions set forth in the Consent Solicitation Statement, dated June 14, 2018, from Holders representing at least a majority in aggregate principal amount of the outstanding Notes;

WHEREAS, the execution and delivery of this Second Supplemental Indenture has been duly authorized and all conditions and requirements necessary to make this Second Supplemental Indenture a valid and binding agreement of the Issuers and the Guarantors have been duly performed and complied with;

WHEREAS, pursuant to Section 9.02 of the Indenture, the Issuers have delivered a resolution of their Boards of Directors (as defined in the Indenture) authorizing the execution of this Second Supplemental Indenture, and in accordance with Section 9.06 and Section 12.04 of the Indenture have delivered an Officers’ Certificate and an Opinion of Counsel (each as defined in the Indenture) to the Trustee stating that the execution of this Second Supplemental Indenture is authorized or permitted by the Indenture, that this Second Supplemental Indenture is the legal, valid and binding obligation of the Issuers and the Guarantors party hereto, enforceable against them in accordance with the terms of this Second Supplemental Indenture, subject to customary exceptions, that this Second Supplemental Indenture complies with the provisions of the Indenture and that all conditions precedent and covenants, if any, provided for in the Indenture relating to the execution of this Second Supplemental Indenture have been satisfied;

WHEREAS, the Issuers and the Guarantors, pursuant to the foregoing authority, propose in and by this Second Supplemental Indenture to amend the Indenture, and request that the Trustee join in the execution of this Second Supplemental Indenture; and

WHEREAS, pursuant to Section 9.02 of the Indenture, the Trustee is authorized to execute and deliver this Second Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuers, the Guarantors and the Trustee mutually covenant and agree for the benefit of each other and the equal and ratable benefit of the Holders of the Notes as follows:

- (1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Amendments. Section 1.01 of the Indenture is amended as follows:

(a) The definition of “Sponsor” in Section 1.01 of the Indenture is hereby deleted in its entirety and replaced with the following:

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“*Sponsor*” means any of (i) Fortress Investment Group LLC and its Affiliates (other than any portfolio company of any of the foregoing) and (ii) Kohlberg Kravis Roberts & Co. L.P. and its Affiliates, including WMIH Corp. and its Affiliates (other than any portfolio company of any of the foregoing).

(b) The definition of “Change of Control” in Section 1.01 will be amended to add the following sentence at the end of the definition:

For the avoidance of doubt, the merger of Wand Merger Corporation with and into Nationstar Mortgage Holdings Inc., with Nationstar Mortgage Holdings Inc. surviving such merger as a wholly-owned subsidiary of WMIH Corp., will not constitute a “Change of Control” for the purposes of this Indenture.

(3) Effective Date; Reversal. This Second Supplemental Indenture shall become effective on the date hereof. If the merger of Wand Merger Corporation with and into Nationstar Mortgage Holdings Inc. is not consummated (or if the Agreement and Plan of Merger, dated as of February 12, 2018 (the “Merger Agreement”), by and among WMIH Corp., Wand Merger Corporation and Nationstar Mortgage Holdings Inc. is terminated in accordance with its terms) on or before November 12, 2018 (the “Merger Outside Date”), as such date may be extended pursuant to the Merger Agreement, the definitions of “Change of Control” and “Sponsor” in the Indenture shall revert to the forms in effect prior to the execution of this Second Supplemental Indenture and the amendments contemplated by Section 2 hereof shall be of no further effect as of the day immediately succeeding the Merger Outside Date (or if earlier, as of the time of the termination of the Merger Agreement).

(4) Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Second Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

(5) Severability. In case any provision in this Second Supplemental Indenture, the Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(6) Governing Law. THIS SECOND SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD FOR THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

(7) Counterparts. The parties hereto may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(8) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(9) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuers and the Guarantors. This Second Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. In entering into this Second Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

(10) Successors. This Second Supplemental Indenture shall be binding on the Issuers, the Guarantors, the Trustee and the Holders and their respective successors and assigns, and shall inure to the benefit of the such parties and their respective successors and assigns.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, all as of the date first above written.

ISSUERS:

NATIONSTAR MORTGAGE LLC

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

NATIONSTAR CAPITAL CORPORATION

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

GUARANTORS:

NATIONSTAR MORTGAGE HOLDINGS INC.

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

NATIONSTAR SUB1 LLC

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

NATIONSTAR SUB2 LLC

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

*[Signature Page to Second Supplemental Indenture]*

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HARWOOD SERVICE COMPANY, LLC  
HARWOOD INSURANCE SERVICES, LLC  
HOMESELECT SETTLEMENT  
SOLUTIONS, LLC  
NATIONSTAR 2009 EQUITY  
CORPORATION  
VERIPRO SOLUTIONS INC.

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

*[Signature Page to Second Supplemental Indenture]*

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TRUSTEE:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee

By: /s/ Patrick Giordano

Name: Patrick Giordano

Title: Vice President

*[Signature Page to Second Supplemental Indenture]*

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## Section 3: EX-4.2 (EXHIBIT 4.2)

**Exhibit 4.2**

### FIRST SUPPLEMENTAL INDENTURE

First Supplemental Indenture (this “First Supplemental Indenture”), dated as of June 21, 2018, among Nationstar Mortgage LLC, a Delaware limited liability company (“Nationstar”), Nationstar Capital Corporation, a Delaware corporation (“Nationstar Corp.” and, together with Nationstar, the “Issuers”), the Guarantors (as defined in the Indenture referred to herein) and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

#### WITNESSETH:

WHEREAS, the Issuers and the Guarantors have heretofore executed and delivered to the Trustee an indenture (the “Indenture”), dated as of May 31, 2013, that governs the Issuers’ existing outstanding 6.500% Senior Notes due 2022 (the “Notes”);

WHEREAS, Section 9.02 of the Indenture provides that the Issuers, the Guarantors and the Trustee may amend any provision of the Indenture (other than certain provisions enumerated in Section 9.02 of the Indenture, none of which provisions are implicated hereby) with the consent of the Holders (as defined in the Indenture) of at least a majority in aggregate principal amount of the Notes (including Additional Notes, if any) then outstanding voting as a single class and execute a supplemental indenture;

WHEREAS, the Issuers solicited, and have received, consents to the amendments contemplated hereby, upon the terms and subject to the conditions set forth in the Consent Solicitation Statement, dated June 14, 2018, from Holders representing at least a majority in aggregate principal amount of the outstanding Notes;

WHEREAS, the execution and delivery of this First Supplemental Indenture has been duly authorized and all conditions and requirements necessary to make this First Supplemental Indenture a valid and binding agreement of the Issuers and the Guarantors have been duly performed and complied with;

WHEREAS, pursuant to Section 9.02 of the Indenture, the Issuers have delivered a resolution of their Boards of Directors (as defined in the Indenture) authorizing the execution of this First Supplemental Indenture, and in accordance with Section 9.06 and Section 12.04 of the Indenture have delivered an Officers’ Certificate and an Opinion of Counsel (each as defined in the Indenture) to the Trustee stating that the execution of this First Supplemental Indenture is authorized or permitted by the Indenture, that this First Supplemental Indenture is the legal, valid and binding obligation of the Issuers and the Guarantors party hereto, enforceable against them in accordance with the terms of this First Supplemental Indenture, subject to customary exceptions, that this First Supplemental Indenture complies with the provisions of the Indenture and that all conditions precedent and covenants, if any, provided for in the Indenture relating to the execution of this First Supplemental Indenture have been satisfied;

WHEREAS, the Issuers and the Guarantors, pursuant to the foregoing authority, propose in and by this First Supplemental Indenture to amend the Indenture, and request that the Trustee join in the execution of this First Supplemental Indenture; and

WHEREAS, pursuant to Section 9.02 of the Indenture, the Trustee is authorized to execute and deliver this First Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuers, the Guarantors and the Trustee mutually covenant and agree for the benefit of each other and the equal and ratable benefit of the Holders of the Notes as follows:

- (1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
- (2) Amendments. Section 1.01 of the Indenture is amended as follows:

(a) The definition of “Sponsor” in Section 1.01 of the Indenture is hereby deleted in its entirety and replaced with the following:

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“*Sponsor*” means any of (i) Fortress Investment Group LLC and its Affiliates (other than any portfolio company of any of the foregoing) and (ii) Kohlberg Kravis Roberts & Co. L.P. and its Affiliates, including WMIH Corp. and its Affiliates (other than any portfolio company of any of the foregoing).

(b) The definition of “Change of Control” in Section 1.01 will be amended to add the following sentence at the end of the definition:

For the avoidance of doubt, the merger of Wand Merger Corporation with and into Nationstar Mortgage Holdings Inc., with Nationstar Mortgage Holdings Inc. surviving such merger as a wholly-owned subsidiary of WMIH Corp., will not constitute a “Change of Control” for the purposes of this Indenture.

(3) Effective Date; Reversal. This First Supplemental Indenture shall become effective on the date hereof. If the merger of Wand Merger Corporation with and into Nationstar Mortgage Holdings Inc. is not consummated (or if the Agreement and Plan of Merger, dated as of February 12, 2018 (the “Merger Agreement”), by and among WMIH Corp., Wand Merger Corporation and Nationstar Mortgage Holdings Inc. is terminated in accordance with its terms) on or before November 12, 2018 (the “Merger Outside Date”), as such date may be extended pursuant to the Merger Agreement, the definitions of “Change of Control” and “Sponsor” in the Indenture shall revert to the forms in effect prior to the execution of this First Supplemental Indenture and the amendments contemplated by Section 2 hereof shall be of no further effect as of the day immediately succeeding the Merger Outside Date (or if earlier, as of the time of the termination of the Merger Agreement).

(4) Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

(5) Severability. In case any provision in this First Supplemental Indenture, the Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(6) Governing Law. THIS FIRST SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD FOR THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

(7) Counterparts. The parties hereto may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(8) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(9) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuers and the Guarantors. This First Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee with respect hereto. In entering into this First Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

(10) Successors. This First Supplemental Indenture shall be binding on the Issuers, the Guarantors, the Trustee and the Holders and their respective successors and assigns, and shall inure to the benefit of the such parties and their respective successors and assigns.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, all as of the date first above written.

ISSUERS:

NATIONSTAR MORTGAGE LLC

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

NATIONSTAR CAPITAL CORPORATION

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

GUARANTORS:

NATIONSTAR MORTGAGE HOLDINGS INC.

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

NATIONSTAR SUB1 LLC

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

NATIONSTAR SUB2 LLC

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

*[Signature Page to First Supplemental Indenture]*

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HARWOOD SERVICE COMPANY, LLC  
HARWOOD INSURANCE SERVICES, LLC  
HOMESELECT SETTLEMENT  
SOLUTIONS, LLC  
NATIONSTAR 2009 EQUITY  
CORPORATION  
VERIPRO SOLUTIONS INC.

By: /s/ Amar R. Patel  
Name: Amar R. Patel  
Title: Chief Financial Officer

*[Signature Page to First Supplemental Indenture]*

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TRUSTEE:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee

By: /s/ Patrick Giordano  
Name: Patrick Giordano  
Title: Vice President

*[Signature Page to First Supplemental Indenture]*

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## Section 4: EX-99.1 (EXHIBIT 99.1)

Exhibit 99.1

### **Nationstar Announces Receipt of Requisite Consents in Consent Solicitations for 6.500% Senior Notes due 2021 and 6.500% Senior Notes due 2022, each issued by Nationstar Mortgage LLC and Nationstar Capital Corporation**

DALLAS--(BUSINESS WIRE)--June 21, 2018--Nationstar Mortgage Holdings Inc. (NYSE: NSM) (“Nationstar”) announced today that, pursuant to its previously announced solicitation of consents by its wholly-owned subsidiaries, Nationstar Mortgage LLC and Nationstar Capital Corporation (collectively, the “Issuers”), from holders of record as of 5:00 p.m., New York City time, on June 13, 2018 of the outstanding 6.500% Senior Notes due 2021 (the “2021 Notes”) and 6.500% Senior Notes due 2022 (the “2022 Notes” and, together with the 2021 Notes, the “Notes”), the Issuers have received the requisite consents (the “Requisite Consents”) from holders of at least a majority of the outstanding aggregate principal amount of each series of Notes to approve the amendments (the “Amendments”) to the indenture relating to such series of Notes (each, an “Indenture” and collectively, the “Indentures”). On February 12, 2018, Nationstar entered into an Agreement and Plan of Merger (the “Merger Agreement”) with WMIH Corp. (“WMIH”) and Wand Merger Corporation, a direct wholly-owned subsidiary of WMIH (“Merger Sub”), pursuant to which Nationstar will merge (the “Merger”) with and into Merger Sub with Nationstar surviving the Merger as a wholly-owned subsidiary of WMIH. The Amendments will modify the definition of “Sponsor” to include any of (i) Fortress Investment Group LLC and its Affiliates (as defined in each of the Indentures) (other than any portfolio company of any of the foregoing) and (ii) Kohlberg Kravis Roberts & Co. L.P. and its Affiliates, including WMIH and its Affiliates (other than any portfolio company of any of the foregoing), and modify the definition of “Change of Control” (as defined in each of the Indentures) to provide that the Merger will not constitute a Change of Control under either of the Indentures.

The Issuers gave notice to Wells Fargo Bank, National Association, as trustee (the “Trustee”), for the Notes that the Requisite Consents have been obtained and on June 21, 2018 (such time of execution, the “Effective Time”), the Issuers, the guarantors party to the applicable Indenture and the Trustee executed and delivered a supplemental indenture to the applicable Indenture to reflect the Amendments (each, a “Supplemental Indenture”). Pursuant to the terms of each Supplemental Indenture, the Amendments to the applicable Indenture became effective at the Effective Time and shall thereafter bind every holder of such series of Notes, but if the Merger is not consummated on or before November 12, 2018 (as such date may be extended pursuant to the Merger Agreement) or if the Merger Agreement is earlier terminated in accordance with its terms, each Supplemental Indenture provides that the definitions of “Change of Control” and “Sponsor” in the applicable Indenture shall revert to the form in effect prior to the applicable Effective Time. The Issuers intend to pay the consent payment on or promptly after the consummation of the Merger, subject to the conditions described in the consent solicitation statement, dated June 14, 2018 (as may be amended or supplemented from time to time).

D. F. King & Co., Inc. was the Information Agent and the Tabulation Agent. Credit Suisse Securities (USA) LLC was the Solicitation Agent.

This press release is for information purposes only and is neither an offer to sell nor a solicitation of an offer to buy any security. This announcement is also not a solicitation of consents with respect to the Amendments or any securities. The solicitation of consents is not being made in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such solicitation under applicable state or foreign securities or “blue sky” laws.

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## **Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Any statements made in this press release that are not statements of historical fact, including statements about our beliefs and expectations, are forward-looking statements. These forward-looking statements include, without limitation, statements concerning plans, objectives, goals, projections, strategies, core initiatives, future events or performance, and underlying assumptions and other statements, which are not statements of historical facts. When used in this discussion, the words “anticipate”, “appears”, “believe”, “foresee”, “intend”, “should”, “expect”, “estimate”, “project”, “plan”, “may”, “could”, “will”, “are likely” and similar expressions are intended to identify forward-looking statements.

All of the factors are difficult to predict, contain uncertainties that may materially affect actual results, and may be beyond our control. New factors emerge from time to time, and it is not possible for our management to predict all such factors or to assess the effect of each such new factor on our business. Although we believe that the assumptions underlying the forward-looking statements contained herein are reasonable, you should be aware that many factors could affect our actual financial results or results of operations and could cause actual results to differ materially from those expressed in the forward-looking statements, including, without limitation, the factors described under “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report on Form 10-K for the year ended December 31, 2017 and our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018. The forward-looking statements contained in this press release speak only as of the date of this press release. Except as otherwise required by applicable securities laws, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, changed circumstances or any other reason.

## **About Nationstar Mortgage Holdings Inc.**

Based in Dallas, Texas, Nationstar provides quality servicing, origination and transaction based services related principally to single-family residences throughout the United States. With experience spanning more than 20 years, Nationstar is one of the largest servicers in the country.

### **CONTACT:**

Nationstar Mortgage Holdings Inc.  
Richard Delgado, 214-687-4844  
[richard.delgado@mrcooper.com](mailto:richard.delgado@mrcooper.com)

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