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**Section 1: 8-K (8-K)**

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

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of report (Date of earliest event reported): November 18, 2016**

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**WMIH Corp.**

(Exact Name of Registrant as Specified in Its Charter)

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

**001-14667**  
(Commission File Number)

**91-1653725**  
(IRS Employer  
Identification No.)

**FIFTH AVENUE PLAZA  
800 FIFTH AVENUE, SUITE 4100  
SEATTLE, WASHINGTON**  
(Address of Principal Executive Offices)

**98104**  
(Zip Code)

**(206) 922-2957**  
(Registrant's Telephone Number, Including Area Code)

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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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## Section 1 – Registrant’s Business and Operations

### Item 1.01 Entry into a Material Definitive Agreement.

#### *Transition Services Agreement*

On November 18, 2016, WMIH Corp. (the “Company”) and WMI Liquidating Trust (the “Trust”) entered into an Amendment No. 3 to the Transition Services Agreement (the “Amendment”) that amended and supplemented certain provisions of the Transition Services Agreement originally entered into by and between the Company (formerly WMI Holdings Corp.) and the Trust on March 22, 2012 (as amended by Amendment No. 1 to the Transition Services Agreement, dated September 24, 2012, and Amendment No. 2 to the Transition Services Agreement, dated December 11, 2014, the “TSA”). The Amendment was entered into primarily as a result of the Company entering into a new lease for office space. Under the Amendment, the Trust is no longer obligated to provide office space to the Company. In addition, Schedules D and E to the TSA have been updated to reflect current rates and allocations for overhead.

A copy of the Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

#### *Cautionary Statement Regarding Forward-Looking Statements*

This Form 8-K and the exhibits include forward-looking statements, within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934. All statements other than statements of historical fact included in this report that address activities, events, conditions or developments that we expect, believe or anticipate will or may occur in the future are forward-looking statements. Forward-looking statements give our current expectations and projections relating to our financial condition, results of operations, plans, objectives, future performance and business and these statements are not guarantees of future performance. These statements can be identified by the fact that they do not relate strictly to historical or current facts. Forward-looking statements may include the words “anticipate,” “estimate,” “expect,” “project,” “intend,” “plan,” “believe,” “strategy,” “future,” “opportunity,” “may,” “should,” “will,” “would,” “will be,” “will continue,” “will likely result,” and similar expressions. Such forward-looking statements involve risks and uncertainties that may cause actual events, results or performance to differ materially from those indicated by such statements. These risks are identified and discussed in the Company’s Form 10-K for the year ended December 31, 2015 under Risk Factors in Part I, Item 1A and the Company’s Form 10-Q for the quarterly period ended September 30, 2016 under Risk Factors in Part II, Item 1A. These risk factors will be important to consider in determining future results and should be reviewed in their entirety. These forward-looking statements are expressed in good faith and we believe there is a reasonable basis for them. However, there can be no assurance that the events, results or trends identified in these forward-looking statements will occur or be achieved. Forward-looking statements speak only as of the date they are made, and we do not undertake to update any forward-looking statement, except as required by law. Readers should carefully review the statements set forth in the reports, which the Company has filed or will file from time to time with the Securities and Exchange Commission.

## Section 9 - Financial Statements and Exhibits

### Item 9.01 Financial Statements and Exhibits.

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 3 to the Transition Services Agreement, dated as of November 18, 2016, entered into by and between WMIH Corp. and WMI Liquidating Trust.

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.

WMIH CORP.  
(Registrant)

Date: November 23, 2016

By: /s/ Charles Edward Smith  
Name: Charles Edward Smith  
Title: Executive Vice President

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 3 to the Transition Services Agreement, dated as of November 18, 2016, entered into by and between WMIH Corp. and WMI Liquidating Trust.

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## Section 2: EX-10.1 (EX-10.1)

Exhibit 10.1

### Amendment No. 3 to Transition Services Agreement

Reference is made to that certain Transition Services Agreement, dated as of March 22, 2012 (as amended, modified or supplemented prior to the date hereof, the "TSA"), entered into by and between WMI Liquidating Trust (the "Trust") and WMIH Corp. (formerly known as WMI Holdings Corp. "WMIH"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the TSA.

The Trust and WMIH hereby agree to amend and supplement the TSA as follows: Section 1. Office Space Arrangements.

Each of the Trust and WMIH acknowledge that effective as of June 30, 2015, the Trust ceased providing WMIH with office space and that from and after July 1, 2015, WMIH has independently arranged for its own office space. On the basis of the foregoing, the Trust and WMIH agree that the TSA shall be amended by deleting therefrom any obligation on the part of the Trust to provide WMIH with office space and that such amendment will be given effect as if entered into by the parties effective July 1, 2015. The Trust acknowledges and confirms that from and after July 1, 2015, it has not been seeking reimbursement from WMIH for any office space charges and that WMIH is not liable to the Trust for any reimbursements relating to office space charges from such date. The Trust further acknowledges and confirms that WMIH has fulfilled all of its payment obligations under the office sharing arrangements set forth in the TSA, as amended by Amendment No. 1 and Amendment No. 2 to the TSA.

Section 2. Hourly Rates and Other Adjustments.

The parties agree that each of Schedule D and Schedule E to the TSA shall be amended and restated in their entirety with the new forms of Schedule D and Schedule E, respectively, attached hereto. The services, new rates and other charges reflected on such new Schedule D and Schedule E, as the case may be, shall be given effect as if entered into as of January 1, 2015.

The parties agree that Schedule A to the TSA shall be amended by adding thereto the "Description of Administrative Support Services" set forth on Schedule 1 attached hereto.

Section 3. Schedule F to the TSA is hereby deleted in its entirety

Section 4. Miscellaneous.

Except as expressly amended and supplemented hereby (and as previously amended by Amendment No. 1 and Amendment No. 2 to the TSA), the parties agree that all terms and conditions of the TSA shall remain unchanged and are hereby ratified, confirmed and remain in full force and effect. This Amendment No. 3 (the "Amendment") shall be governed by the law of the State of Washington. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic mail shall be effective delivery of a manually executed counterpart to this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by its officers thereunto duly authorized as of this 18<sup>th</sup> day of November, 2016.

WMI LIQUIDATING TRUST

By:  \_\_\_\_\_

Name: Charles Edward Smith

Title: Executive Vice President & General Counsel

WMIH Corp

By:  \_\_\_\_\_

Name: Timothy Jaeger

Title: Interim Chief Financial Officer

**Schedule D – Monthly Employee Rates – WMI Liquidating Trust**

Employee	Maximum Hours Allocation	2012-2014 Applicable Hourly Rate	2015 Rate	2016 Rate	2017 Rate
Chad Smith	40	387.64	427.71	442.68	458.17
Doreen Logan	40	224.42	247.62	256.28	265.25
Curt Brouwer	10	207.69	475.00	475.00	475.00
Dennis Suzuki	20	55.26	60.97	63.11	70.59
Yana Soriano	40	59.72	65.89	68.20	70.59
Helen Grayson	40	N/A	51.35	53.15	55.01
Employee Overhead Charge per hour		17.04	18.80	19.46	20.14

**Schedule E – Monthly Overhead Expenses**

Overhead	Vendor	Allocation	Original Allocation	Allocation under Nov 2014 Revision	July 1, 2015 Revision	
Cell Phones	AT&T Mobility	22.2%	\$298.09	\$150.00	\$150.00	No change
Phones	Integra Telecom	12.5%	\$165.96	\$500.00	-	Charged directly by Regus so not needed in overhead charge
Network System and Support	Z7 Networks	12.5%	\$2,500.00	\$3,984.23	\$3,984.00	25% of Z7 bill, 50% of data backup/recovery charge (with updates to services at 800 Fifth Avenue)
Copier/Printer Lease	AGI Lease	25%	\$355.77	\$662.72	\$388.00	½ of AGI lease cost and support for copier allocated to WMIH Corp
Copier/Printer Service	Pacific Office Automation	40%	\$135.62	\$150.00	-	Included above
Supplies	Office Depot / Puget Sound	12.5%	<u>\$43.47</u>	<u>\$75.00</u>	<u>\$75.00</u>	Paper and other office supplies
			<u>\$8,468.19</u>	<u>\$5,521.95</u>	<u>\$4,597.00</u>	
	Total monthly change from prior agreement:					<u>\$(924.95)</u>



## **Schedule 1**

### **Description of Administrative Support Services**

Among other services as may be requested under the TSA from time to time and in accordance with the terms thereof, personnel from the Trust may provide WMIH with the following administrative services:

- Compile documents and coordinate signature requests
- Coordinate office facility requests (e.g., repair services, building announcements)
- Order supplies, as needed
- Process expense reports, when submitted
- Book travel itineraries, if needed
- File paper work as directed
- Handle incoming and outgoing mail and FedEx
- Assist with setting up and sending out meeting invites

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