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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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): May 16, 2019**

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**Mr. Cooper Group Inc.**  
(Exact Name of Registrant as Specified in Charter)

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

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

**91-1653725**  
(I.R.S. Employer  
Identification No.)

**8950 Cypress Waters Blvd.**  
**Coppell, TX 75019**  
(Address of Principal Executive Offices, and Zip Code)

**469.549.2000**  
Registrant's Telephone Number, Including Area Code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, \$0.01 par value per share</b>	<b>COOP</b>	<b>The Nasdaq Stock Market</b>

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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 (*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.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On May 16, 2019, the stockholders of Mr. Cooper Group Inc. (the “Company”) approved the Mr. Cooper Group Inc. 2019 Omnibus Incentive Plan (the “Incentive Plan”) which had previously been approved by the Company’s Board of Directors, subject to stockholder approval. A summary description of the Incentive Plan is set forth in the Company’s Proxy Statement filed with the Securities and Exchange Commission on April 11, 2019, under the caption “Proposal 4: Approval of the 2019 Omnibus Incentive Plan” and is incorporated herein by reference. The summary description of the Incentive Plan contained in the Company’s 2019 Proxy Statement does not purport to be complete and is qualified in its entirety by reference to the full text of the Incentive Plan, which is included as Exhibit 10.1. Additionally, the Company’s Board of Directors approved forms of Restricted Stock Unit Grant Notices and Award Agreements for employees and non-employee directors for use by the Company in connection with awards of restricted stock units under the Incentive Plan. The forms are attached hereto as Exhibits 10.2 and 10.3 and are incorporated herein by reference.

**Item 5.07 Submission of Matters to a Vote of Security Holders**

On May 16, 2019, the Company held its 2019 Annual Meeting of Stockholders (the “Annual Meeting”). Results with respect to proposals submitted at the Annual Meeting were as follows:

**Proposal 1: Election of Directors**

Stockholders elected eight directors to serve a term expiring at the Company’s annual meeting of stockholders to be held in 2020.

<b>Nominee</b>	<b>Votes For</b>	<b>Votes Against</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
Jay Bray	70,208,223	2,789,107	89,901	13,161,060
Busy Burr	68,706,080	2,000,945	2,380,206	13,161,060
Robert Gidel	65,821,560	4,879,365	2,386,306	13,161,060
Roy Guthrie	68,690,119	2,012,350	2,384,762	13,161,060
Christopher Harrington	68,668,752	2,033,054	2,385,425	13,161,060
Michael Malone	68,634,329	2,068,028	2,384,874	13,161,060
Tagar Olson	58,672,517	12,033,391	2,381,323	13,161,060
Steven Scheiwe	68,583,786	2,116,846	2,386,599	13,161,060

**Proposal 2: Advisory vote to approve named executive officer compensation**

Stockholders approved on a non-binding advisory basis the compensation of the Company’s named executive officers.

<b>Votes For</b>	<b>Votes Against</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
41,778,540	28,993,713	2,314,978	13,161,060

**Proposal 3: Advisory vote on the frequency to hold an advisory vote on executive compensation**

The frequency of voting every year on executive compensation was approved on a non-binding advisory basis.

<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
53,224,225	402,443	17,098,088	2,362,475	13,161,060

As a result of the stockholder advisory vote and other factors, the Company will hold future non-binding advisory votes on executive compensation every year until the next advisory vote on the frequency of stockholder votes on executive compensation.

**Proposal 4: Approve the 2019 Omnibus Incentive Plan**

Stockholders approved the 2019 Omnibus Incentive Plan.

<b>Votes For</b>	<b>Votes Against</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
40,100,194	30,656,903	2,330,134	13,161,060



**Proposal 5: Ratification of Appointment of Ernst & Young LLP**

Stockholders ratified the selection of Ernst & Young LLP as the Company's independent registered public accounting firm for the year ending December 31, 2019.

<b>Votes For</b>	<b>Votes Against</b>	<b>Abstentions</b>
82,923,500	830,421	2,494,370

**Proposal 6: Ratification of an amendment to our Bylaws to designate Delaware as the exclusive forum for the adjudication of certain disputes**

Stockholders ratified an amendment to the Company's Bylaws to designate Delaware as the exclusive forum for the adjudication of certain disputes.

<b>Votes For</b>	<b>Votes Against</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
56,153,212	14,515,608	2,418,411	13,161,060

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits:

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Mr. Cooper Group Inc. 2019 Omnibus Incentive Plan</a>
10.2	<a href="#">Form of Grant Notice and Restricted Stock Unit Award Agreement-Employees</a>
10.3	<a href="#">Form of Grant Notice and Restricted Stock Unit Award Agreement-Non-Employee Directors</a>

**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.

Mr. Cooper Group Inc.

Date: May 16, 2019

By: /s/ Christopher G. Marshall  
Christopher G. Marshall  
Vice Chairman & Chief Financial Officer

EX-10.2 2 exhibit103.htm EXHIBIT 10.2

**Exhibit 10.2**  
**Employee**

**RESTRICTED STOCK UNIT GRANT NOTICE  
UNDER THE  
MR. COOPER GROUP INC.  
2019 OMNIBUS INCENTIVE PLAN**

Mr. Cooper Group Inc. (the “**Company**”), pursuant to its 2019 Omnibus Incentive Plan, as it may be amended and restated from time to time (the “**Plan**”), hereby grants to the Participant the number of Restricted Stock Units set forth below. The Restricted Stock Units are subject to all of the terms and conditions as set forth herein, and in the Restricted Stock Unit Agreement (attached hereto) (the “**Agreement**”) and the Plan, each of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan or the Agreement, as applicable.

**Participant:** *[Insert Participant Name]*

**Date of Grant:** *[Insert Date of Grant]*

**Number of  
Restricted Stock Units:** *[Insert Number of Restricted Stock Units]*

**Vesting:** Provided the Participant has not undergone a Termination prior to the applicable vesting date, one-third (1/3rd) of such Restricted Stock Units shall vest on each of the first three anniversaries of the Date of Grant (each a “**Time Vesting Date**” and collectively, the “**Time Vesting Dates**”); *provided, however,* that in the event of a Termination due to the Participant’s death or Disability or Retirement all unvested Restricted Stock Units not previously forfeited shall immediately vest on the date of such Termination of Participant.





**MR. COOPER GROUP INC.**  
**2019 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AGREEMENT**  
**(Employee)**

Pursuant to the terms of the Restricted Stock Unit Grant Notice (the “**Grant Notice**”) delivered to the Participant, and subject to the terms of this Restricted Stock Unit Agreement (the “**Agreement**”) and the Mr. Cooper Group Inc. 2019 Omnibus Incentive Plan, as it may be amended and restated from time to time (the “**Plan**”), Mr. Cooper Group Inc. (the “**Company**”) and the Participant agree as follows. Capitalized terms not otherwise defined herein or in the Grant Notice shall have the same meaning as set forth in the Plan.

1. Grant of Restricted Stock Units. Pursuant to, and subject to, the terms and conditions of this Agreement and the Plan, and in consideration of the covenants and promises of the Participant herein contained, the Company hereby grants, as of the Date of Grant, to the Participant the number of Restricted Stock Units provided in the Grant Notice. Each Restricted Stock Unit granted hereby entitles the Participant to receive one share of Common Stock upon settlement of such Restricted Stock Unit, subject to the terms and conditions set forth in this Agreement and the Plan.

2. Vesting. Subject to the conditions contained herein and in the Plan, the Restricted Stock Units shall vest as provided in the Grant Notice.

(a) *Change in Control.* The Restricted Stock Units are subject to Section 12(b) of the Plan.

(b) *Treatment upon Termination.* Except as otherwise provided in the Grant Notice, upon a Termination of Participant all then unvested Restricted Stock Units will be immediately forfeited without consideration.

3. Settlement. Subject to Section 4, the Restricted Stock Units will be settled in shares of Common Stock no later than the thirtieth (30<sup>th</sup>) day following (i) in the case of Retirement (solely to the extent the Grant Notice includes Retirement vesting provisions), each applicable Time Vesting Date (as if the Participant’s Service had continued through each such Time Vesting Date) and (ii) in all other cases, the applicable vesting date (such actual date of issuance of Common Shares, the “**Settlement Date**”). The Participant shall have no rights as a shareholder with respect to the shares of Common Stock underlying the Restricted Stock Units until the Settlement Date.

4. Forfeiture. Notwithstanding anything contained in the Grant Notice, the Plan or this Agreement to the contrary, all Restricted Stock Units for which a Settlement Date has not occurred, whether or not then vested, will be immediately forfeited without consideration, and the Participant shall cease to have any rights with respect thereto, upon (i) a Termination of the Participant by the Service Recipient for Cause or, following Participant’s Termination, the Company Group’s determination that the Participant’s employment could have been terminated by the Service Recipient for Cause, or (ii) any Detrimental Activity.

5. Non-Transferability. The Restricted Stock Units are not transferable by the Participant except in accordance with Section 14(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the Restricted Stock Units, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Restricted Stock Units shall terminate and become of no further effect.

6. Rights as a Stockholder/Dividend Equivalents. The Participant or a Permitted Transferee of the Restricted Stock Units shall have no rights as a stockholder with respect to any share of Common Stock underlying a Restricted Stock Unit unless and until the Participant shall have become the holder of record or the beneficial owner of such share of Common Stock, and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record or the beneficial owner thereof. The Participant shall not be entitled to any dividend equivalents with respect to the Restricted Stock Units to reflect any dividends payable on shares of Common Stock.

7. Restrictive Covenants. Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company Group and accordingly agrees, in Participant's capacity as an equity holder in the Company Group and its Affiliates, to the restrictive covenants contained in **Appendix A** to this Agreement (the "**Restrictive Covenants**"), incorporated herein by reference. Participant acknowledges and agrees that the Company's remedies at law for an actual or threatened breach of any of the provisions of Appendix A would be inadequate and the Company Group would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Participant agrees that, in the event of such a breach or threatened breach by Participant, regardless of whether a transfer of Restricted Stock Units to a Permitted Transferee has occurred and in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of a temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

8. Withholding Tax. The provisions of Section 14(d) of the Plan are incorporated herein by reference and made a part hereof. Unless otherwise agreed to by the Participant and the Company, any required withholding will be satisfied by having the Company withhold from the number of shares of Common Stock otherwise deliverable pursuant to the settlement of the Restricted Stock Units a number of shares of Common Stock with a fair market value, on the date that the Restricted Stock Units are settled, equal to such withholding liability; provided that the number of such shares may not have a fair market value greater than the minimum required statutory withholding liability unless determined by the Committee not to result in adverse accounting consequences. Notwithstanding the foregoing, the Participant acknowledges and agrees that to the extent consistent with applicable law and, to the extent the Participant's status is an independent contractor for U.S. federal income tax purposes, the Company does not intend to withhold any amounts as federal income tax withholdings under any other state or federal laws, and the Participant hereby agrees to make adequate provision for any sums required to satisfy all applicable federal, state, local and foreign tax withholding obligations of the Company which may arise in connection with the grant of Restricted Stock Units.

9. Section 409A of the Code. This Agreement and the Grant Notice are intended to comply with, or be exempt from, the provisions of Section 409A of the Code (“**Section 409A**”), and this Agreement shall be construed and interpreted in accordance with such intent. Without limiting the foregoing, the Committee will have the right to amend the terms and conditions of this Agreement and/or the Grant Notice in any respect as may be necessary or appropriate to comply with Section 409A, including without limitation by delaying the issuance of the shares of Common Stock contemplated hereunder. Notwithstanding any other provision of this Agreement to the contrary, (i) any member of the Company Group and their respective officers, directors, employees, or agents make no guarantee that the terms of this Agreement as written comply with the provisions of Section 409A, and none of the foregoing shall have any liability for the failure of the terms of this Agreement as written to comply with the provisions of Section 409A and (ii) if the Participant is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, no payments in respect of any Awards that are “deferred compensation” subject to Section 409A of the Code and which would otherwise be payable upon the Participant’s “separation from service” (as defined in Section 409A of the Code) shall be made to such Participant prior to the date that is six (6) months after the date of such Participant’s “separation from service” or, if earlier, the date of the Participant’s death. Following any applicable six (6) month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A of the Code that is also a business day. Each payment in a series of payments hereunder will be deemed to be a separate payment for purposes of Section 409A.

10. Incorporation of the Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan, as interpreted by the Board or the Committee shall govern.

11. Definitions. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings given to such terms in the Plan. For purposes of this Agreement:

“**Retirement**” shall mean (i) the Participant (a) if an Executive Vice President, provided at least six months written notice to the Company or any of its Subsidiaries of his or her intention to retire prior to the date of his or her retirement or (b) if a Senior Vice President or Vice President, provided at least three months written notice of his or her intention to retire prior to the date of his or her retirement (the “**Notice Period**”), (ii) the Participant met the Retirement Criteria at the commencement of the Notice Period and (iii) the Participant remained employed with the Company or any of its Subsidiaries during the Notice Period and sustained a level of performance during the Notice Period that would not be a basis of a termination by the Company or any of its Subsidiaries for Cause.

“**Retirement Criteria**” shall mean the Participant’s termination of employment with the Company or any of its Subsidiaries if Participant’s (i) age plus (ii) his or her years of service with the Company or any of its Subsidiaries is equal to or greater than seventy (70); provided, that, the Participant must (a) be at least fifty-five (55) years of age and (b) have at least five (5) years of service with the Company or any of its Subsidiaries.

12. Notice. Every notice or other communication relating to this Agreement or a Grant Notice between the Company and the Participant shall be in writing, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; provided that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed or delivered to the Company at its principal executive office, to the attention of the Company's General Counsel, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed to the Participant at the Participant's last known address, as reflected in the Company's records. Notwithstanding the above, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

13. No Right to Continued Service. This Agreement does not confer upon the Participant any right to continue as an employee or other service provider to the Company Group.

14. Binding Effect. This Agreement and the Grant Notice shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

15. Waiver and Amendments. Except as otherwise set forth in Section 13 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Agreement or the Grant Notice shall be valid only if made in writing and signed by the parties hereto; provided, however, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

16. Governing Law. This Agreement and the Grant Notice shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.

17. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Restricted Stock Units and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. Integration. This Agreement, the Grant Notice and the Plan contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings with respect to the subject matter hereof other than those expressly set forth herein, in the Grant Notice and the Plan. This Agreement, the Grant Notice and

the Plan supersede all prior agreements and understandings between the parties with respect to the subject matter hereof.

19. Participant Acknowledgment. The Participant hereby acknowledges receipt of a copy of the Plan. The Participant hereby acknowledges that all decisions, determinations and interpretations of the Board, or the Committee, in respect of the Plan, this Agreement and this Award of Restricted Stock Units shall be final, binding and conclusive.

**Appendix A**  
**Restrictive Covenants**

The Participant agrees that during the period commencing on the Date of Grant and ending on the later of the final Settlement Date and the Participant's Termination, the Participant shall not, directly or indirectly, either as a principal, agent, employee, employer, consultant, partner, shareholder of a closely held corporation or shareholder in excess of five (5%) percent of a publicly traded corporation, corporate officer or director, or in any other individual or representative capacity, engage or otherwise participate in any manner or fashion in any business that is in competition in any manner whatsoever with the mortgage and real estate services businesses of the Company Group or of any other business in which the Company Group is engaged or which is part of the Company Group's Developing Business (as defined below), within states in which the Company Group is engaged in such business or Developing Business.

In addition, from and after the Date of Grant until the later of (i) the final Settlement Date or (ii) the first (1<sup>st</sup>) anniversary of the Participant's termination of employment with the Company or any of its Subsidiaries for any reason, the Participant covenants and agrees not to, directly or indirectly, solicit or induce any officer, director, employee, agent, independent contractor or consultant or client of the Company or any of its Subsidiaries to terminate his, her or its employment or other relationship with the Company or any of its Subsidiaries, or otherwise encourage any such person or entity to leave or sever his, her or its employment or other relationship with the Company or any of its Subsidiaries for any reason.

Further, the Participant agrees that the Participant shall not at any time make any disparaging or defamatory comments regarding the Company or any of its Subsidiaries or their respective directors, officers, executives or employees, or, after termination of the Participant's employment relationship with the Company or any of its Subsidiaries, make any such comments concerning any aspect of the termination of their relationship. The obligations of the Participant under this subparagraph shall not apply to disclosures required by applicable law, regulation or order of any court or governmental agency; provided, that, the Participant shall promptly notify the Company in writing of any such obligation.

**"Developing Business"** shall mean the new business concepts and services the Company or any of its Subsidiaries has developed and is in the process of developing during the Grantee's employment with the Company or any of its Subsidiaries.

**Appendix A**  
**Restrictive Covenants (California Form)**

The Participant agrees that during the period commencing on the Date of Grant and ending on the Participant's Termination, the Participant shall not, directly or indirectly, either as a principal, agent, employee, employer, consultant, partner, shareholder of a closely held corporation or shareholder in excess of five (5%) percent of a publicly traded corporation, corporate officer or director, or in any other individual or representative capacity, engage or otherwise participate in any manner or fashion in any business that is in competition in any manner whatsoever with the mortgage and real estate services businesses of the Company Group or of any other business in which the Company Group is engaged or which is part of the Company Group's Developing Business (as defined below), within states in which the Company Group is engaged in such business or Developing Business.

In addition, from and after the Date of Grant until the later of (i) the final Settlement Date or (ii) the first (1<sup>st</sup>) anniversary of the Participant's termination of employment with the Company or any of its Subsidiaries for any reason, the Participant covenants and agrees not to, directly or indirectly, solicit or induce any officer, director, employee, agent, independent contractor or consultant or client of the Company or any of its Subsidiaries to terminate his, her or its employment or other relationship with the Company or any of its Subsidiaries, or otherwise encourage any such person or entity to leave or sever his, her or its employment or other relationship with the Company or any of its Subsidiaries for any reason.

Further, the Participant agrees that the Participant shall not at any time make any disparaging or defamatory comments regarding the Company or any of its Subsidiaries or their respective directors, officers, executives or employees, or, after termination of the Participant's employment relationship with the Company or any of its Subsidiaries, make any such comments concerning any aspect of the termination of their relationship. The obligations of the Participant under this subparagraph shall not apply to disclosures required by applicable law, regulation or order of any court or governmental agency; provided, that, the Participant shall promptly notify the Company in writing of any such obligation.

**"Developing Business"** shall mean the new business concepts and services the Company or any of its Subsidiaries has developed and is in the process of developing during the Grantee's employment with the Company or any of its Subsidiaries.

EX-10.3 3 exhibit102.htm EXHIBIT 10.3

**Exhibit 10.3**  
**Non-Employee Director**

**RESTRICTED STOCK UNIT GRANT NOTICE**  
**UNDER THE**  
**MR. COOPER GROUP INC.**  
**2019 OMNIBUS INCENTIVE PLAN**

Mr. Cooper Group Inc. (the "**Company**"), pursuant to its 2019 Omnibus Incentive Plan, as it may be amended and restated from time to time (the "**Plan**"), hereby grants to the Participant the number of Restricted Stock Units set forth below. The Restricted Stock Units are subject to all of the terms and conditions as set forth herein, and in the Restricted Stock Unit Agreement (attached hereto) and the Plan, each of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan.

**Participant:** *[Insert Participant Name]*

**Date of Grant:** *[Insert Date of Grant]*

**Number of Restricted Stock Units:** *[Insert Number of Restricted Stock Units]*

**Vesting:** Provided the Participant has not undergone a Termination prior to the applicable vesting date, 100% of the Restricted Stock Units granted hereunder shall vest on the earlier to occur of (i) the first anniversary of the Date of Grant and (ii) the date of the Company's first annual stockholders' meeting that occurs following the Date of Grant; *provided, however,* that in the event of a Termination due to the Participant's death or Disability all unvested Restricted Stock Units not previously forfeited shall immediately vest on the date of such Termination of Participant.

**THE UNDERSIGNED PARTICIPANT ACKNOWLEDGES RECEIPT OF THIS RESTRICTED STOCK UNIT GRANT NOTICE, THE RESTRICTED STOCK UNIT AGREEMENT AND THE PLAN AND, AS AN EXPRESS CONDITION TO THE GRANT OF RESTRICTED STOCK UNITS HEREUNDER, AGREES TO BE BOUND BY THE TERMS OF THIS RESTRICTED STOCK UNIT GRANT NOTICE, THE RESTRICTED STOCK UNIT AGREEMENT AND THE PLAN.**

PARTICIPANT

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**MR. COOPER GROUP INC.**  
**2019 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AGREEMENT**  
**(Non-Employee Director)**

Pursuant to the terms of the Restricted Stock Unit Grant Notice (the “**Grant Notice**”) delivered to the Participant, and subject to the terms of this Restricted Stock Unit Agreement (the “**Agreement**”) and the Mr. Cooper Group Inc. 2019 Omnibus Incentive Plan, as it may be amended and restated from time to time (the “**Plan**”), Mr. Cooper Group Inc. (the “**Company**”) and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan.

1. Grant of Restricted Stock Units. Pursuant to, and subject to, the terms and conditions of this Agreement and the Plan, and in consideration of the covenants and promises of the Participant herein contained, the Company hereby grants, as of the Date of Grant, to the Participant the number of Restricted Stock Units provided in the Grant Notice. Each Restricted Stock Unit granted hereby entitles the Participant to receive one share of Common Stock upon settlement of such Restricted Stock Unit, subject to the terms and conditions set forth in this Agreement and the Plan.

2. Vesting. Subject to the conditions contained herein and in the Plan, the Restricted Stock Units shall vest as provided in the Grant Notice.

(a) *Change in Control.* The Restricted Stock Units are subject to Section 12(b) of the Plan.

(b) *Treatment upon Termination.* Except as otherwise provided in the Grant Notice, upon a Termination of Participant all then unvested Restricted Stock Units will be immediately forfeited without consideration.

3. Settlement. Subject to Section 4, and except as otherwise elected pursuant to any deferral election form properly submitted to the Company pursuant to any deferred compensation plan implemented for the purpose of allowing deferral of settlement in a manner permitted under Section 409A of the Internal Revenue Code, the Restricted Stock Units will be settled in shares of Common Stock no later than the thirtieth (30<sup>th</sup>) day following the applicable vesting date (such actual date of issuance of Common Shares, the “**Settlement Date**”). The Participant shall have no rights as a shareholder with respect to the shares of Common Stock underlying the Restricted Stock Units until the Settlement Date.

4. Forfeiture. Notwithstanding anything contained in the Grant Notice, the Plan or this Agreement to the contrary, all Restricted Stock Units for which a Settlement Date has not occurred, whether or not then vested, will be immediately forfeited without consideration, and the Participant shall cease to have any rights with respect thereto, upon any Detrimental Activity.

5. Non-Transferability. The Restricted Stock Units are not transferable by the Participant except in accordance with Section 14(b) of the Plan. Except as otherwise provided herein, no assignment

or transfer of the Restricted Stock Units, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Restricted Stock Units shall terminate and become of no further effect.

6. Rights as a Stockholder/Dividend Equivalents. The Participant or a Permitted Transferee of the Restricted Stock Units shall have no rights as a stockholder with respect to any share of Common Stock underlying a Restricted Stock Unit unless and until the Participant shall have become the holder of record or the beneficial owner of such share of Common Stock, and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record or the beneficial owner thereof. The Participant shall not be entitled to any dividend equivalents with respect to the Restricted Stock Units to reflect any dividends payable on shares of Common Stock.

7. Withholding Tax. The provisions of Section 14(d) of the Plan are incorporated herein by reference and made a part hereof. The Participant acknowledges and agrees that to the extent consistent with applicable law and, to the extent the Participant's status is an independent consultant for U.S. federal income tax purposes, the Company does not intend to withhold any amounts as federal income tax withholdings under any other state or federal laws, and the Participant hereby agrees to make adequate provision for any sums required to satisfy all applicable federal, state, local and foreign tax withholding obligations of the Company which may arise in connection with the grant of Restricted Stock Units.

8. Section 409A of the Code. This Agreement and the Grant Notice are intended to comply with, or be exempt from, the provisions of Section 409A of the Code ("**Section 409A**"), and this Agreement shall be construed and interpreted in accordance with such intent. Without limiting the foregoing, the Committee will have the right to amend the terms and conditions of this Agreement and/or the Grant Notice in any respect as may be necessary or appropriate to comply with Section 409A, including without limitation by delaying the issuance of the shares of Common Stock contemplated hereunder. Notwithstanding any other provision of this Agreement to the contrary, (i) any member of the Company Group and their respective officers, directors, employees, or agents make no guarantee that the terms of this Agreement as written comply with the provisions of Section 409A, and none of the foregoing shall have any liability for the failure of the terms of this Agreement as written to comply with the provisions of Section 409A and (ii) if the Participant is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, no payments in respect of any Awards that are "deferred compensation" subject to Section 409A of the Code and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A of the Code) shall be made to such Participant prior to the date that is six (6) months after the date of such Participant's "separation from service" or, if earlier, the date of the Participant's death. Following any applicable six (6) month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A of the Code that is also a business day. Each payment in a series of payments hereunder will be deemed to be a separate payment for purposes of Section 409A.

9. Incorporation of the Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of

the Plan and this Agreement, the terms and conditions of the Plan, as interpreted by the Board or the Committee shall govern.

10. Notice. Every notice or other communication relating to this Agreement or a Grant Notice between the Company and the Participant shall be in writing, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; provided that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed or delivered to the Company at its principal executive office, to the attention of the Company's General Counsel, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed to the Participant at the Participant's last known address, as reflected in the Company's records. Notwithstanding the above, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

11. No Right to Continued Service. This Agreement does not confer upon the Participant any right to continue as a member of the Board, an employee or other service provider to the Company Group.

12. Binding Effect. This Agreement and the Grant Notice shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

13. Waiver and Amendments. Except as otherwise set forth in Section 13 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Agreement or the Grant Notice shall be valid only if made in writing and signed by the parties hereto; provided, however, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

14. Governing Law. This Agreement and the Grant Notice shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.

15. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Restricted Stock Units and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

16. Integration. This Agreement, the Grant Notice and the Plan contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, agreements, promises,

representations, warranties, covenants or undertakings with respect to the subject matter hereof other than those expressly set forth herein, in the Grant Notice and the Plan. This Agreement, the Grant Notice and the Plan supersede all prior agreements and understandings between the parties with respect to the subject matter hereof.

17. Participant Acknowledgment. The Participant hereby acknowledges receipt of a copy of the Plan. The Participant hereby acknowledges that all decisions, determinations and interpretations of the Board, or the Committee, in respect of the Plan, this Agreement and this Award of Restricted Stock Units shall be final, binding and conclusive.