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

**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: July 31, 2018

WMIH Corp.

(Exact name of registrant as specified in its charter)

001-14667
(Commission
File Number)

Delaware
(State or other jurisdiction
of incorporation)

91-1653725
(IRS Employer
Identification No.)

8950 Cypress Waters Boulevard
Coppell, Texas 75019
(Address of principal executive offices)

98104
(Zip Code)

(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:

- 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))

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

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

INTRODUCTORY NOTE

This Current Report on Form 8-K is being filed in connection with the closing on July 31, 2018 (the “Closing Date”) of the transactions contemplated by that certain Agreement and Plan of Merger, dated as of February 12, 2018 (the “Merger Agreement”), by and among WMIH Corp., a Delaware corporation (“WMIH”), Wand Merger Corporation, a Delaware corporation and wholly owned subsidiary of WMIH (“Merger Sub”), and Nationstar Mortgage Holdings Inc., a Delaware corporation (“Nationstar”), pursuant to which Merger Sub merged with and into Nationstar, with Nationstar as the surviving corporation (the “Merger”).

Item 1.01 Entry into a Material Definitive Agreement.

On July 31, 2018, upon the consummation of the Merger, WMIH and Wells Fargo Bank, National Association (the “Trustee”), entered into (x) a supplemental indenture (the “2021 Notes Supplemental Indenture”) to the Indenture, dated as of February 7, 2013 (as amended and supplemented, the “2021 Notes Indenture”), among Nationstar Mortgage LLC and Nationstar Capital Corporation (the “Existing Notes Issuers”), Nationstar and other guarantors party thereto and the Trustee, relating to the Existing Notes Issuers’ 6.500% Senior Notes due 2021 (the “2021 Notes”), and (y) a supplemental indenture (the “2022 Notes Supplemental Indenture”) to the Indenture, dated as of May 31, 2013 (as amended and supplemented, the “2022 Notes Indenture” and, together with the 2021 Notes Indenture, the “Existing Notes Indenture”), among the Existing Notes Issuers, Nationstar and other guarantors party thereto and the Trustee, relating to the Existing Notes Issuers’ 6.500% Senior Notes due 2022 (the “2022 Notes” and, together with the 2021 Notes, the “Existing Notes”), pursuant to which WMIH agreed to guarantee, jointly and severally with Nationstar and other guarantors party thereto, on a senior unsecured basis, all of the Existing Notes Issuers’ obligations under the Existing Notes and the Existing Notes Indenture. As of June 30, 2018, there was \$591,600,000 aggregate principal amount of the 2021 Notes and \$205,955,000 aggregate principal amount of the 2022 Notes outstanding. The 2021 Notes Indenture and the 2022 Notes Indenture were each filed as Exhibit 4.10 and Exhibit 4.12 to Nationstar’s Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the SEC on March 2, 2018.

On July 31, 2018, upon the consummation of the Merger, Nationstar, certain subsidiaries of Nationstar (the “Subsidiary Guarantors”) and the Trustee entered into a supplemental indenture (the “Completion Date Supplemental Indenture”) to the Indenture, dated as of July 13, 2018 (as supplemented, the “New Notes Indenture”), among Merger Sub, WMIH and the Trustee, governing the 8.125% Senior Notes due 2023 (the “2023 Notes”) and 9.125% Senior Notes due 2026 (the “2026 Notes” and, together with the 2023 Notes, the “New Notes”), initially issued by Merger Sub, pursuant to which Nationstar assumed Merger Sub’s obligations under the New Notes and the New Notes Indenture and the Subsidiary Guarantors agreed to guarantee, jointly and severally with WMIH, on a senior unsecured basis, all of Nationstar’s obligations under the New Notes and the New Notes Indenture. As of July 31, 2018, there was \$950,000,000 aggregate principal amount of the 2023 Notes and \$750,000,000 aggregate principal amount of the 2026 Notes outstanding. The New Notes Indenture was previously filed as Exhibit 4.1 to WMIH’s Current Report on Form 8-K, filed with the SEC on July 13, 2018.

The foregoing description of each of the 2021 Notes Supplemental Indenture, the 2022 Notes Supplemental Indenture and the Completion Date Supplemental Indenture is qualified in its entirety by reference to the 2021 Notes Supplemental Indenture, the 2022 Notes Supplemental Indenture and the Completion Date Supplemental Indenture, as the case may be, a copy of which is filed as Exhibit 4.1, Exhibit 4.2 and Exhibit 4.3 to WMIH’s Current Report on Form 8-K and is incorporated by reference into this Item 1.01.

In addition, upon the consummation of the Merger, on the Closing Date, WMIH assumed and adopted the Nationstar Mortgage Holdings Inc. Second Amended and Restated 2012 Incentive Compensation Plan (“2012 Plan”).

In connection with such assumption of the 2012 Plan, Nationstar’s Board of Directors took certain actions and made certain amendments to the 2012 Plan (the “2012 Plan Amendments”), among other things, to reflect that awards under the 2012 Plan relate to WMIH Common Stock (as defined below) and to adjust the number of shares that may be issued under the 2012 Plan and the number of shares subject to individual awards, in each case, by the exchange ratio set forth in the Merger Agreement.

The 2012 Plan and the 2012 Plan Amendment are filed as Exhibits 10.1 and 10.2 to WMIH’s Current Report on Form 8-K and is incorporated by reference into this Item 1.01.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On July 31, 2018, pursuant to the Merger Agreement, Merger Sub merged with and into Nationstar, with Nationstar as the surviving corporation. As a result of the Merger, Nationstar became a wholly-owned subsidiary of WMIH.

As a result of the Merger, each share of common stock of Nationstar, par value of \$0.01 per share (“Nationstar Common Stock”), issued and outstanding immediately prior to the effective time of the Merger (the “Effective Time”) (other than shares held by WMIH or Nationstar and shares held by any holder of Nationstar common stock who is entitled to demand and properly demands appraisal of such shares under Delaware law (all such shares described in this parenthetical, “Excluded Shares”)) was converted into, subject to automatic proration and adjustment, either (i) if the holder of such share made a valid cash election, \$18.00 in cash (the consideration described in this clause (i), the “Cash Election Consideration”), or (ii) if the holder of such share made a valid stock election (or failed to make a valid election), 12.7793 shares of common stock of WMIH, par value \$0.00001 per share (“WMIH Common Stock”) (the consideration described in this clause (ii), the “Stock Election Consideration”). Based on the preliminary election results previously announced by WMIH and Nationstar on July 27, 2018, the Cash Election Consideration will be subject to automatic proration and adjustment, as described in the Merger Agreement and in the definitive joint proxy statement/prospectus dated May 31, 2018, filed by WMIH with the U.S. Securities and Exchange Commission (the “SEC”) on June 1, 2018, as amended and supplemented from time to time (the “Prospectus”), to ensure that the total amount of cash paid (excluding cash paid in lieu of fractional shares) equals exactly \$1,225,885,248.00. The Stock Election Consideration will not be prorated. After the final Merger Consideration election results are determined, the final allocation and proration of Merger Consideration will be calculated in accordance with the terms of the Merger Agreement.

For payments to holders of Nationstar Common Stock (other than Excluded Shares) in connection with the Merger, WMIH deposited with Computershare Trust Company, N.A., the exchange agent for the Merger (the “Exchange Agent”), a total of approximately 397 million shares of WMIH Common Stock and a total of \$1,225,885,248.00 in cash to be issued and paid to Nationstar stockholders, in the aggregate. No fractional shares of WMIH Common Stock were issued in the Merger. Accordingly, Nationstar stockholders became entitled to receive cash in lieu of fractional shares, if any, of WMIH Common Stock. WMIH will deposit with the Exchange Agent, from time to time, an additional amount in cash sufficient to pay cash in lieu of fractional shares in accordance with the Merger Agreement.

Pursuant to the Merger Agreement, subject to certain exceptions, (i) each outstanding share of Nationstar restricted stock automatically vested in full effective as of immediately prior to the Effective Time and was converted into the right to receive either the Cash Election Consideration or the Stock Election Consideration, as elected by the holder thereof in accordance with the procedures set out in the Merger Agreement and (ii) each outstanding Nationstar restricted stock unit, whether vested or unvested, automatically vested in full effective as of immediately prior to the Effective Time, and, at the Effective Time, was assumed by WMIH and was converted into a WMIH restricted stock unit entitling the holder thereof to receive upon settlement either the Cash Election Consideration or the Stock Election Consideration, as elected by the holder of the Nationstar restricted stock unit award in accordance with the procedures set out in the Merger Agreement, based on the number of shares of Nationstar Common Stock underlying or represented by the number of Nationstar restricted stock unit awards as of immediately prior to the Effective Time.

Nationstar restricted stock unit awards and Nationstar restricted stock awards that were granted between the signing of the Merger Agreement and the Effective Time did not automatically vest solely as a result of the Merger, but instead were automatically assumed by WMIH at the Effective Time and converted into a WMIH restricted stock unit award or restricted stock award, as applicable, with respect to a number of WMIH shares equal to the number of shares of Nationstar Common Stock underlying the award multiplied by the exchange ratio set forth in the Merger Agreement (12.7793). Such converted awards have the same vesting schedule as the underlying Nationstar awards and will automatically vest upon a termination of the grantee’s service without “cause” (as defined in the applicable award agreement) within 12 months after the Effective Time.

The foregoing description of the Merger and the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which was filed as Exhibit 2.1 to WMIH’s Current Report on Form 8-K filed on February 14, 2018, and is incorporated by reference into this Item 2.01.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report relating to the 2021 Notes Indenture and the 2022 Notes Indenture is incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

On February 12, 2018, WMIH and KKR Wand Holdings Corporation (“Wand Holdings”) entered into a Warrant Exchange Agreement (the “Warrant Exchange Agreement”). At the Effective Time, pursuant to the Warrant Exchange Agreement, Wand Holdings surrendered to WMIH the warrants it held (which were exercisable for an aggregate of 61,400,000 shares of WMIH Common Stock) in exchange for WMIH issuing 21,197,619 shares of WMIH Common Stock to Wand Holdings (the “Warrant Exchange”).

The Warrant Exchange was made in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended, as the offer and sale of WMIH Common Stock in the Warrant Exchange did not involve a public offering of WMIH Common Stock. Wand Holdings has represented that it is acquiring the shares pursuant to the Warrant Exchange for its own account, for investment only, and not with a view to any resale or public distribution thereof.

The foregoing description of the Warrant Exchange Agreement and the Warrant Exchange does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which was filed as Exhibit 10.4 to WMIH’s Current Report on Form 8-K filed on February 14, 2018, and is incorporated by reference into this Item 3.02.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.*Closing Date Changes to the Company’s Board of Directors*

Immediately following the Effective Time, Jay Bray, Robert Gidel, Roy Guthrie and Michael D. Malone were appointed to WMIH’s Board of Directors. Mr. Bray was also appointed as President and Chief Executive Officer, replacing William C. Gallagher in this role.

Mr. Bray (age 51) was appointed as both a director and chairman of the Board, as well as President and Chief Executive Officer of WMIH on July 31, 2018. Immediately prior to the Effective Time, Mr. Bray had served as Nationstar’s Chairman of the Board since July 1, 2016. Mr. Bray has served as Nationstar’s President since June 2015 and as Chief Executive Officer since February 2012, prior to which he served as Nationstar’s Executive Vice President and Chief Financial Officer from May 2011 to February 2012. In addition, he has served as the President of Nationstar’s wholly-owned subsidiary, Nationstar Mortgage LLC, since July 2011, as the Chief Executive Officer of Nationstar Mortgage LLC since October 2011, as the Chief Financial Officer of Nationstar Mortgage LLC from the time he joined Nationstar in May 2000 until September 2012, as a Manager of Nationstar Mortgage LLC since October 2011, as the Executive Chairman of Xome Holdings LLC since September 2015 and as a director of another subsidiary, Nationstar Capital Corporation, since March 2010. Mr. Bray has more than 25 years of experience in the mortgage servicing and originations industry. From 1988 to 1994, he worked with Arthur Andersen in Atlanta, Georgia, where he served as an audit manager from 1992 to 1994. From 1994 to 2000, Mr. Bray held a variety of leadership roles at Bank of America and predecessor entities, where he managed the Asset Backed Securitization process for mortgage-related products, developed and implemented a secondary execution strategy and profitability plan and managed investment banking relationships, secondary marketing operations and investor relations. Additionally, Mr. Bray led the portfolio acquisition, pricing and modeling group at Bank of America. Mr. Bray is a Certified Public Accountant in the State of Georgia. Mr. Bray’s in-depth experience and understanding of financial services qualify him to serve as director, chairman of the Board, president and chief executive officer of WMIH.

Mr. Gidel (age 66) was appointed as a director on July 31, 2018. Mr. Gidel has been a principal in Liberty Partners, LLC, a company that invests in both private and publicly-traded real estate and finance focused operating companies, since 1998. Mr. Gidel was President & Chief Executive Officer of Ginn Development Company, LLC, one of the largest privately-held developers of resort communities and private clubs in the Southeast, from 2007 until 2009. Immediately prior to the Effective Time, Mr. Gidel had served as a member of Nationstar's board of directors since 2012. Mr. Gidel was also appointed as a member of the audit & risk committee, the compensation committee and the nominating & governance committee of the Board on July 31, 2018. Mr. Gidel is not a director of any other public company. Within the past five years, Mr. Gidel has served on the boards of DDR Corp. and Nationstar Mortgage Holdings Inc. Mr. Gidel is a National Association of Corporate Directors Board Leadership Fellow and his extensive experience in real estate finance and private equity, as well as wide-ranging prior experience as a director qualify him to serve as a WMIH director.

Mr. Guthrie (age 65) was appointed as Lead Director on July 31, 2018. Mr. Guthrie has been the Chief Executive Officer of Renovate America, Inc. (a privately-held corporation), which provides an energy efficiency and renewable energy home improvement financing platform, since October 2017. Mr. Guthrie was Executive Vice President of Discover Financial Services, a direct banking and payment services company, from 2005 to 2012; he previously served as Chief Financial Officer from 2005 to 2011 and as Treasurer from 2009 to 2010. Mr. Guthrie was President & Chief Executive Officer of CitiFinancial International, LTD, a consumer finance business of Citigroup Inc., from 2000 to 2004, serving on Citigroup's Management Committee throughout this period. Mr. Guthrie was also Chief Financial Officer of Associates First Capital Corporation from 1996 to 2000, while it was a public company, and he served as a member of its board of directors from 1998 to 2000. Immediately prior to the Effective Time, Mr. Guthrie had served as a member of Nationstar's board of directors since 2012. Mr. Guthrie was also appointed as a member of the audit & risk committee and the compensation committee of the Board on July 31, 2018. Mr. Guthrie currently serves on the boards of OneMain Holdings, Inc. and Synchrony Financial. Within the past five years, Mr. Guthrie has served on the boards of Garrison Capital, Inc. and Lifelock, Inc. Mr. Guthrie's valuable expertise in financial services as well as extensive experience as an executive officer and director of public companies qualify him to serve as a WMIH director.

Mr. Malone (age 64) was appointed as a director on July 31, 2018. Mr. Malone is the former Managing Director of Fortress Investment Group LLC, a global investment management group and an affiliate of WMIH stockholder, FIF HE Holdings LLC, a position he held from February 2008 until February 2012, where he led the Charlotte, North Carolina office and was responsible for the business of the capital formation group in the southeast and southwest regions of the United States. Mr. Malone retired from Bank of America in November 2007, after nearly 24 years of service as Senior Executive Banker and Managing Director. Over those years Mr. Malone worked in and ran a number of investment banking businesses for the bank and its subsidiary, Banc of America Securities LLC, including real estate, gaming, lodging, leisure and the financial sponsors businesses. Mr. Malone was also appointed as a member of the audit & risk committee, the compensation committee and the nominating & corporate governance committee of the Board on July 31, 2018. Immediately prior to the Effective Time, Mr. Malone had served as a member of Nationstar's board of directors since 2012. Mr. Malone currently serves on the boards of New Senior Investment Group and Walker & Dunlop, Inc. Within the past five years, Mr. Malone has served on the board of Morgans Hotel Group Co.

The Board has determined that each of Mr. Gidel, Mr. Guthrie and Mr. Malone, as well as the existing WMIH directors Christopher J. Harrington, Tagar C. Olson and Steven D. Scheiwe, is "independent" for purposes of NASDAQ's governance listing standards (specifically, NASDAQ Listing Rule 5605(a)(2)). Messrs. Bray, Gidel, Guthrie and Malone will each enter into a customary indemnification agreement. Messrs. Gidel, Guthrie and Malone will receive compensation as non-employee directors for their service on the Board in accordance with the terms to be established by the Board.

There are no arrangements or understandings between any of Mr. Bray, Mr. Gidel, Mr. Guthrie and Mr. Malone and any other persons pursuant to which any of them was selected as a director of the Company. None of Mr. Bray, Mr. Gidel, Mr. Guthrie and Mr. Malone has any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Also, on July 31, 2018, pursuant to Section 2.14 of the Merger Agreement, four of the Company's seven directors, separately advised the Nominating Committee and the Board of their decision to resign upon the Effective Time as follows: William C. Gallagher, Chief Executive Officer and director of the Company, who has served on the Board since 2015; Diane B. Glossman, director, Chairwoman of the Compensation Committee and member of the Audit Committee and Nominating and Corporate Governance Committee, who has served on the Board since 2012;

Michael J. Renoff, director and member of the Audit Committee, who has served on the Board since 2012; and Michael L. Willingham, director, Chairman of the Audit Committee and member of the Compensation Committee, and the Nominating and Corporate Governance Committee, who has served on the Board since 2012. Each of Messrs. Gallagher, Renoff and Willingham and Ms. Glossman have confirmed that their decision to resign is not the result of any disagreement with the Company on any matter relating to the Company's operations, policies or practices, or for any of the other reasons requiring further disclosure under Item 5.02(a) of Form 8-K. In connection with the resignations of Messrs. Renoff and Willingham and Ms. Glossman, the Board approved the acceleration of any unvested shares of restricted stock, conditioned upon the occurrence of the Effective Time.

Closing Date Changes to the Company's Officers

In addition to the appointment of Mr. Bray as President and Chief Executive Officer, following the Effective Time, WMIH's Board also appointed Anthony L. Ebers as Executive Vice President & Chief Operating Officer, Amar R. Patel as Executive Vice President & Chief Financial Officer, Michael R. Rawls as Executive Vice President, Servicing, and Anthony W. Villani as Executive Vice President & General Counsel of WMIH (together, the "New Executive Officers"). The employment terms of the New Executive Officers are on substantially similar terms of employment the New Executive Officers had with Nationstar prior to the Effective Time. Upon the Effective Time, in addition to Mr. Gallagher, WMIH's Board accepted the resignation of Thomas L. Fairfield as Chief Operating Officer, Timothy Jaeger as Interim Chief Financial Officer and Charles Edward Smith as Chief Legal Officer. Following the Effective Time, Mr. Jaeger will remain a Senior Vice President and Mr. Smith will remain an Executive Vice President and Assistant Secretary of WMIH.

Mr. Ebers (age 52) was appointed Executive Vice President and Chief Operating Officer of WMIH on July 31, 2018. Mr. Ebers has served as Executive Vice President and Chief Operating Officer since April 2018, prior to which he served as the Executive Vice President, Originations for Nationstar from July 2015 to April 2018. He held the same position at Nationstar Mortgage LLC. Prior to joining Nationstar, Mr. Ebers served as the Division President, Originations for ServiceLink, a Black Knight company and national provider of transaction services to the mortgage and finance industries, from April 2015 to July 2015. From March 2009 to April 2015 Mr. Ebers held various leadership roles at OneWest Bank, most recently serving as EVP, Head of Mortgage Lending and Servicing. Prior to OneWest Bank, Mr. Ebers held various executive leadership roles at IndyMac Bancorp Inc., which filed for Chapter 7 bankruptcy in 2009. Mr. Ebers has held key leadership positions in mortgage lending, servicing and real estate transaction related services for the past 25 years. Additionally, throughout his career, Mr. Ebers has been a member of the Mortgage Bankers Association (MBA) Servicing Committee and served on multiple industry advisory boards.

Mr. Patel (age 47) was appointed Executive Vice President and Chief Financial Officer of WMIH on July 31, 2018. Mr. Patel has served as Nationstar's Executive Vice President and Chief Financial Officer since March 2017 and served as a consultant from January 2017 to March 2017. Prior to which, Mr. Patel served as Nationstar's Senior Vice President of Servicing Finance from July 2015 to September 2016 and served as Executive Vice President of Portfolio Investments from 2011 to July 2015. He also held the position of Senior Vice President at Nationstar Mortgage LLC and was its Executive Vice President of Portfolio Investments from the time he joined Nationstar in June 2006 until July 2015. Mr. Patel has over 25 years of experience in the mortgage industry.

Mr. Rawls (age 49) was appointed Executive Vice President, Servicing of WMIH on July 31, 2018. Mr. Rawls has served as Nationstar's Executive Vice President, Servicing since June 2015. He held the same position at Nationstar Mortgage LLC. Prior to such time he served as the President of Champion Mortgage from 2014 to June 2015; as Nationstar's Executive Vice President, Default from 2013 to 2014; as Nationstar's Senior Vice President, Loss Mitigation from 2008 to 2013; and has held other key positions since joining Nationstar in 2000. Mr. Rawls has over 20 years of expertise in mortgage operations, with a concentration in loss mitigation, foreclosure, bankruptcy and real estate owned portfolios.

Mr. Villani (age 61) was appointed Executive Vice President and General Counsel on July 31, 2018. Mr. Villani has served as Nationstar's Executive Vice President and General Counsel since 2012. He also held the same position at Nationstar Mortgage LLC, which he joined in October 2011 as an Executive Vice President. Mr. Villani also served as Nationstar's Secretary from February to August of 2012. Prior to joining Nationstar, Mr. Villani was Vice President and Associate General Counsel of Goldman, Sachs & Co. where he served as the managing attorney for Litton Loan Servicing LP, a Goldman Sachs company, from June 2008 until September 2011. Mr. Villani has over 30 years of experience serving as in-house counsel in the banking and mortgage industries.

There are no arrangements or understandings between any of Mr. Bray, Mr. Ebers, Mr. Patel, Mr. Rawls and Mr. Villani and any other persons pursuant to which any of them was selected as an officer of the Company. None of Mr. Bray, Mr. Ebers, Mr. Patel, Mr. Rawls and Mr. Villani has any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

On July 31, 2018, upon the Effective Time, Mr. Gallagher's and Mr. Fairfield's 2,285,714 shares of outstanding and unvested WMIH restricted stock (comprised of 1,777,778 shares awarded on May 15, 2015 in connection with the execution of their respective employment agreements and 507,936 shares which were approved by WMIH's Compensation Committee on July 30, 2018 to address the additional restricted shares they were each entitled to upon the adjustment of the Series B Convertible Preferred Stock conversion price) fully vested. Each of Messrs. Gallagher and Fairfield entered into a Restricted Stock Agreement, dated July 30, 2018, which provided for the grant of the 507,936 restricted shares. In addition to providing for the grant of restricted stock, the restricted stock agreements provided for amendments to the terms of Mr. Gallagher's and Mr. Fairfield's employment agreements to extend the employment period through August 3, 2018 as well as to provide for a lump sum payment to each of Mr. Gallagher and Mr. Fairfield in an amount equal to \$27,958.99 and \$27,855.15, respectively, payable on the date of expiration of the employment period in order for each to pay for continued health coverage and/or obtain coverage under a private insurance policy. On the Closing Date, as contemplated by their respective employment agreements, each of Messrs. Gallagher and Fairfield also entered into a Restrictive Covenant Agreement, dated July 31, 2018, between the Company and each of Messrs. Gallagher (the "Gallagher Restrictive Covenant Agreement") and Fairfield (the "Fairfield Restrictive Covenant Agreement").

The foregoing descriptions of each of the Gallagher Restricted Stock Agreement, the Gallagher Restrictive Covenant Agreement, the Fairfield Restricted Stock Agreement and the Fairfield Restrictive Covenant Agreement do not purport to be complete and are subject to, and qualified in their entirety by, the Gallagher Restricted Stock Agreement, the Gallagher Restrictive Covenant Agreement, the Fairfield Restricted Stock Agreement and the Fairfield Restrictive Covenant Agreement, a copy of each which is filed as Exhibits 10.3, 10.4, 10.5 and 10.6, respectively, and incorporated herein by reference.

Item 8.01 Other Events.

On July 31, 2018, WMIH issued a press release announcing the closing of the Merger. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated by reference into this Item 8.01.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

Filed by WMIH with the SEC on June 15, 2018, on WMIH's Current Report on Form 8-K and incorporated by reference into this Item 9.01(a) is the following exhibit:

- 99.2 Audited Consolidated Financial Statements of Nationstar Mortgage Holdings Inc. as of December 31, 2017 and 2016 and for the years ended December 31, 2017, 2016 and 2015

Filed by WMIH with the SEC on June 15, 2018, on WMIH's Current Report on Form 8-K and incorporated by reference into this Item 9.01(a) is the following exhibit:

- 99.3 Unaudited Consolidated Financial Statements of Nationstar Mortgage Holdings Inc. as of March 31, 2018 and for the three months ended March 31, 2018 and 2017

(b) Pro Forma Financial Information.

The pro forma financial information required to be filed under this Item 9.01(b) shall be filed by an amendment to this Form 8-K not later than 71 days after the date this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

<u>Number</u>	<u>Exhibit</u>
4.1	<u>Supplemental Indenture, dated as of July 31, 2018, between WMIH Corp. and Wells Fargo Bank, National Association, as trustee, relating to the 6.500% Senior Notes due 2021</u>
4.2	<u>Supplemental Indenture, dated as of July 31, 2018, between WMIH Corp. and Wells Fargo Bank, National Association, as trustee, relating to the 6.500% Senior Notes due 2022</u>
4.3	<u>Supplemental Indenture, dated as of July 31, 2018, among Nationstar Mortgage Holdings Inc., the guarantors thereto and Wells Fargo Bank, National Association, as trustee, relating to the 8.125% Senior Notes due 2023 and 9.125% Senior Notes due 2026</u>
10.1*	<u>Nationstar Mortgage Holdings Inc. Second Amended and Restated 2012 Incentive Compensation Plan, incorporated by reference to Exhibit 10.1 on Nationstar Mortgage Holdings Inc. Current Report on Form 8-K, filed on May 12, 2016 (SEC File No. 001-35449)</u>
10.2*	<u>Amendment to the Nationstar Mortgage Holdings Inc. Second Amended and Restated 2012 Incentive Compensation Plan</u>
10.3*	<u>Restricted Stock Agreement between William C. Gallagher and WMIH Corp., dated as of July 30, 2018</u>
10.4*	<u>Restrictive Covenant Agreement between William C. Gallagher and WMIH Corp., dated as of July 31, 2018</u>
10.5*	<u>Restricted Stock Agreement between Thomas L. Fairfield and WMIH Corp., dated as of July 30, 2018</u>
10.6*	<u>Restrictive Covenant Agreement between Thomas L. Fairfield and WMIH Corp., dated as of July 31, 2018</u>
99.1	<u>Press Release of WMIH Corp., dated July 31, 2018</u>
99.2	<u>Audited Consolidated Financial Statements of Nationstar Mortgage Holdings Inc. as of December 31, 2017 and 2016 and for the years ended December 31, 2017, 2016 and 2015 (incorporated by reference to Exhibit 99.1 to the WMIH Corp. Current Report on Form 8-K filed on June 15, 2018)</u>
99.3	<u>Unaudited Consolidated Financial Statements of Nationstar Mortgage Holdings Inc. as of March 31, 2018 and for the three months ended March 31, 2018 and 2017 (incorporated by reference to Exhibit 99.2 to the WMIH Corp. Current Report on Form 8-K filed on June 15, 2018)</u>

* Management Contract or Compensatory Plan or Arrangement.

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.

Date: July 31, 2018

By: /s/ Amar R. Patel

Name: Amar R. Patel

Title: Executive Vice President and Chief Financial Officer

[\(Back To Top\)](#)

Section 2: EX-4.1 (EX-4.1)

Exhibit 4.1

This Supplemental Indenture (this "Supplemental Indenture"), dated as of July 31, 2018 among WMIH Corp, a Delaware corporation (the "Guaranteeing Parent"), an indirect parent of Nationstar Mortgage LLC, a Delaware limited liability company (the "Company") and, together with Nationstar Capital Corporation, the "Issuers") and Wells Fargo Bank, National Association, as trustee (the "Trustee").

WITNESSETH

WHEREAS, the Issuers and each of the Guarantors (as defined in the Indenture referred to below) have heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of February 7, 2013, providing for the issuance of 6.500% Senior Notes due 2021 (the "Notes");

WHEREAS, the Guaranteeing Parent has determined that it is desirable to unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Note Guarantee") and the provision of the Note Guarantee is permitted pursuant to Section 9.01 of the Indenture; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for 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) Agreement to Guarantee. The Guaranteeing Parent hereby agrees as follows:

(a) Along with all other Guarantors named in the Indenture (including pursuant to any supplemental indentures), to jointly and severally unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its respective successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuers hereunder or thereunder, that:

(i) the principal of, interest, premium, if any, and Additional Interest, if any, on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuers to the Holders or the Trustee hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors and the Guaranteeing Parent shall be jointly and severally obligated to pay the same immediately. This is a guarantee of payment and not a guarantee of collection.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuers or any Guarantors, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) The Guaranteeing Parent hereby waives: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuers, any right to require a proceeding first against the Issuers, protest, notice and all demands whatsoever.

(d) This Note Guarantee shall not be discharged except by full payment or complete performance of the obligations contained in the Notes, the Indenture and this Supplemental Indenture, and the Guaranteeing Parent accepts all obligations of a Guarantor under the Indenture, including Article X of the Indenture (which is deemed incorporated in this Supplemental Indenture and applicable to this Note Guarantee). The Guaranteeing Parent acknowledges that by executing this Supplemental Indenture, it will become a Guarantor under the Indenture and subject to all the terms and conditions applicable to Guarantors contained therein.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Issuers, the Guarantors (including the Guaranteeing Parent), or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuers or the Guarantors, any amount paid either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Parent shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guaranteeing Parent, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VI of the Indenture for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article VI of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guaranteeing Parent for the purpose of this Note Guarantee.

(h) The Guaranteeing Parent shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under this Note Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, the obligations of the Guaranteeing Parent shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guaranteeing Parent that are relevant under any applicable Bankruptcy Law or fraudulent conveyance laws and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article X of the Indenture, result in the obligations of such Guaranteeing Parent under this Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under applicable law.

(j) This Note Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuers for liquidation, reorganization, should the Issuers become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuers' assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes and Note Guarantee, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Note shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(k) In case any provision of this Note Guarantee 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.

(l) This Note Guarantee shall be a general unsecured senior obligation of such Guaranteeing Parent, ranking *pari passu* with any other future unsubordinated Indebtedness of the Guaranteeing Parent, if any.

(m) Each payment to be made by the Guaranteeing Parent in respect of this Note Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

(3) Execution and Delivery. The Guaranteeing Parent agrees that the Note Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Note Guarantee on the Notes.

(4) Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Guaranteeing Parent may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guaranteeing Parent is the surviving Person), another Person, other than the Issuers or another Guarantor, unless:

(i) except in the case of a merger entered into solely for the purpose of reincorporating a Guaranteeing Parent in another jurisdiction, immediately after giving effect to that transaction, no Default or Event of Default shall have occurred and be continuing; and

(ii) either:

(A) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger (if not the Guaranteeing Parent) assumes all the obligations of that Guaranteeing Parent under the Indenture, its Note Guarantee and the applicable Registration Rights Agreement pursuant to this supplemental indenture; or

(B) the Net Proceeds of such sale or other disposition are either (i) applied in accordance with Section 4.10(d) of the Indenture or (ii) not required to be applied in accordance with any provision of the Indenture.

(5) Releases.

The Note Guarantee of the Guaranteeing Parent shall be automatically and unconditionally released and discharged, and no further action by the Guaranteeing Parent, the Issuers or the Trustee is required for the release of the Guaranteeing Parent's Note Guarantee, in the following circumstances:

(a) in connection with any sale, transfer or other disposition of all or substantially all of the assets of that Guaranteeing Parent (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary of the Company, if the sale or other disposition does not violate Section 4.10 of the Indenture;

(b) in connection with any sale, transfer or other disposition of all of the Capital Stock of the Guaranteeing Parent (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary of the Company, if the sale or other disposition does not violate Section 4.10 of the Indenture;

(c) if the Company designates any Restricted Subsidiary of the Company that is a Guarantor to be an Unrestricted Subsidiary of the Company in accordance with Section 4.17 of the Indenture; or

(d) upon the exercise of Legal Defeasance by the Issuers or pursuant to Article XI of the Indenture; and

in connection with such release, either of the Issuers shall deliver to the Trustee an Officers' Certificate of such Guarantor confirming the effective date of such release and stating that all conditions precedent provided for in this Indenture relating to such transaction have been complied with.

(6) No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Guaranteeing Parent shall have any liability for any obligations of the Issuers or the Guarantors (including the Guaranteeing Parent), respectively, under the Notes, the Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation; provided that the foregoing shall not limit any Guarantor's obligations under its Note Guarantees. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(7) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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

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

(10) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Parent.

(11) Subrogation. The Guaranteeing Parent shall be subrogated to all rights of Holders of Notes against the Issuers in respect of any amounts paid by the Guaranteeing Parent pursuant to the provisions of Section 2 hereof and Section 10.01 of the Indenture; provided that, if an Event of Default has occurred and is continuing, the Guaranteeing Parent shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuers under the Indenture or the Notes shall have been paid in full.

(12) Benefits Acknowledged. The Guaranteeing Parent's Note Guarantee is subject to the terms and conditions set forth in the Indenture. The Guaranteeing Parent acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to this Note Guarantee are knowingly made in contemplation of such benefits.

(13) Successors. All agreements of the Guaranteeing Parent in this Supplemental Indenture shall bind its Successors, except as otherwise in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

[signature pages follow]

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

WMIH Corp.

By: /s/ Amar R. Patel

Name: Amar R. Patel

Title: Executive Vice President, and Chief Financial Officer

[Signature Page to 2021 Notes Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

By: /s/ Casey A. Boyle

Name: Casey A. Boyle

Title: Assistant Vice President

[Signature Page to 2021 Notes Supplemental Indenture]

[\(Back To Top\)](#)

Section 3: EX-4.2 (EX-4.2)

Exhibit 4.2

This Supplemental Indenture (this "Supplemental Indenture"), dated as of July 31, 2018 among WMIH Corp, a Delaware corporation (the "Guaranteeing Parent"), an indirect parent of Nationstar Mortgage LLC, a Delaware limited liability company (the "Company" and, together with Nationstar Capital Corporation, the "Issuers") and Wells Fargo Bank, National Association, as trustee (the "Trustee").

WITNESSETH

WHEREAS, the Issuers and each of the Guarantors (as defined in the Indenture referred to below) have heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of May 31, 2013, providing for the issuance of 6.500% Senior Notes due 2022 (the "Notes");

WHEREAS, the Guaranteeing Parent has determined that it is desirable to unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Note Guarantee") and the provision of the Note Guarantee is permitted pursuant to Section 9.01 of the Indenture; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for 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) Agreement to Guarantee. The Guaranteeing Parent hereby agrees as follows:

(a) Along with all other Guarantors named in the Indenture (including pursuant to any supplemental indentures), to jointly and severally unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its respective successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuers hereunder or thereunder, that:

(i) the principal of, interest and premium, if any, on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuers to the Holders or the Trustee hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors and the Guaranteeing Parent shall be jointly and severally obligated to pay the same immediately. This is a guarantee of payment and not a guarantee of collection.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuers or any Guarantors, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) The Guaranteeing Parent hereby waives: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuers, any right to require a proceeding first against the Issuers, protest, notice and all demands whatsoever.

(d) This Note Guarantee shall not be discharged except by full payment or complete performance of the obligations contained in the Notes, the Indenture and this Supplemental Indenture, and the Guaranteeing Parent accepts all obligations of a Guarantor under the Indenture, including Article X of the Indenture (which is deemed incorporated in this Supplemental Indenture and applicable to this Note Guarantee). The Guaranteeing Parent acknowledges that by executing this Supplemental Indenture, it will become a Guarantor under the Indenture and subject to all the terms and conditions applicable to Guarantors contained therein.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Issuers, the Guarantors (including the Guaranteeing Parent), or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuers or the Guarantors, any amount paid either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Parent shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guaranteeing Parent, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VI of the Indenture for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article VI of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guaranteeing Parent for the purpose of this Note Guarantee.

(h) The Guaranteeing Parent shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under this Note Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, the obligations of the Guaranteeing Parent shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guaranteeing Parent that are relevant under any applicable Bankruptcy Law or fraudulent conveyance laws and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article X of the Indenture, result in the obligations of such Guaranteeing Parent under this Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under applicable law.

(j) This Note Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuers for liquidation, reorganization, should the Issuers become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuers' assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes and Note Guarantee, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Note shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(k) In case any provision of this Note Guarantee 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.

(l) This Note Guarantee shall be a general unsecured senior obligation of such Guaranteeing Parent, ranking *pari passu* with any other future unsubordinated Indebtedness of the Guaranteeing Parent, if any.

(m) Each payment to be made by the Guaranteeing Parent in respect of this Note Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

(3) Execution and Delivery. The Guaranteeing Parent agrees that the Note Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Note Guarantee on the Notes.

(4) Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Guaranteeing Parent may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guaranteeing Parent is the surviving Person), another Person, other than the Issuers or another Guarantor, unless:

(i) except in the case of a merger entered into solely for the purpose of reincorporating a Guaranteeing Parent in another jurisdiction, immediately after giving effect to that transaction, no Default or Event of Default shall have occurred and be continuing; and

(ii) either:

(A) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger (if not the Guaranteeing Parent) assumes all the obligations of that Guaranteeing Parent under the Indenture and its Note Guarantee pursuant to this supplemental indenture; or

(B) the Net Proceeds of such sale or other disposition are either (i) applied in accordance with Section 4.10(d) of the Indenture or (ii) not required to be applied in accordance with any provision of the Indenture.

(5) Releases.

The Note Guarantee of the Guaranteeing Parent shall be automatically and unconditionally released and discharged, and no further action by the Guaranteeing Parent, the Issuers or the Trustee is required for the release of the Guaranteeing Parent's Note Guarantee, in the following circumstances:

(a) in connection with any sale, transfer or other disposition of all or substantially all of the assets of that Guaranteeing Parent (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary of the Company, if the sale or other disposition does not violate Section 4.10 of the Indenture;

(b) in connection with any sale, transfer or other disposition of all of the Capital Stock of the Guaranteeing Parent (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary of the Company, if the sale or other disposition does not violate Section 4.10 of the Indenture;

(c) if the Company designates any Restricted Subsidiary of the Company that is a Guarantor to be an Unrestricted Subsidiary of the Company in accordance with Section 4.17 of the Indenture; or

(d) upon the exercise of Legal Defeasance by the Issuers or pursuant to Article XI of the Indenture; and

in connection with such release, either of the Issuers shall deliver to the Trustee an Officers' Certificate of such Guarantor confirming the effective date of such release and stating that all conditions precedent provided for in this Indenture relating to such transaction have been complied with.

(6) No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Guaranteeing Parent shall have any liability for any obligations of the Issuers or the Guarantors (including the Guaranteeing Parent), respectively, under the Notes, the Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation; provided that the foregoing shall not limit any Guarantor's obligations under its Note Guarantees. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(7) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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

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

(10) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Parent.

(11) Subrogation. The Guaranteeing Parent shall be subrogated to all rights of Holders of Notes against the Issuers in respect of any amounts paid by the Guaranteeing Parent pursuant to the provisions of Section 2 hereof and Section 10.01 of the Indenture; provided that, if an Event of Default has occurred and is continuing, the Guaranteeing Parent shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuers under the Indenture or the Notes shall have been paid in full.

(12) Benefits Acknowledged. The Guaranteeing Parent's Note Guarantee is subject to the terms and conditions set forth in the Indenture. The Guaranteeing Parent acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to this Note Guarantee are knowingly made in contemplation of such benefits.

(13) Successors. All agreements of the Guaranteeing Parent in this Supplemental Indenture shall bind its Successors, except as otherwise in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

[signature pages follow]

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

WMIH Corp.

By: /s/ Amar R. Patel

Name: Amar R. Patel

Title: Executive Vice President, and Chief Financial Officer

[Signature Page to 2022 Notes Supplemental Indenture]

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

By: /s/ Casey A. Boyle

Name: Casey A. Boyle

Title: Assistant Vice President

[Signature Page to 2022 Notes Supplemental Indenture]

[\(Back To Top\)](#)

Section 4: EX-4.3 (EX-4.3)

Exhibit 4.3

This SUPPLEMENTAL INDENTURE NO. 1, dated as of July 31, 2018 (this “Completion Date Supplemental Indenture”), is entered into among Nationstar Mortgage Holdings Inc., a Delaware Corporation (“Nationstar”), the other parties that are signatories hereto as Guarantors (collectively, the “Guaranteeing Subsidiaries” and each a “Guaranteeing Subsidiary”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

WITNESSETH:

WHEREAS, Wand Merger Corporation, a Delaware corporation (“Merger Sub”), WMIH Corp., a Delaware corporation (“Parent Guarantor”), and the Trustee have heretofore executed and delivered an indenture, dated as of July 13, 2018 (the “Initial Indenture” and, together with this Completion Date Supplemental Indenture, and as further amended and supplemented, the “Indenture”), providing for the issuance of \$950,000,000 aggregate principal amount of 8.125% Senior Notes Due 2023 (the “2023 Notes”) and \$750,000,000 aggregate principal amount of 9.125% Senior Notes Due 2026 (the “2026 Notes” and, together with the 2023 Notes, the “Initial Notes”);

WHEREAS, the Initial Indenture permits the Merger, *provided* that after the consummation of the Merger, Nationstar and the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which Nationstar shall unconditionally assume Merger Sub’s Obligations under the Initial Indenture and each series of the Initial Notes and each of the Guaranteeing Subsidiaries shall unconditionally guarantee, on a joint and several basis, all of the Issuer’s Obligations under the Initial Indenture and each series of the Initial Notes; and

WHEREAS, pursuant to Section 9.01 of the Initial Indenture, Nationstar, each of the Guaranteeing Subsidiaries and the Trustee are authorized to execute and deliver this Completion Date Supplemental Indenture to amend or supplement the Initial Indenture without the consent of any Holder of the Notes.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Nationstar, each of the Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for 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 Initial Indenture.
- (2) Agreement to Assume Obligations. Nationstar hereby agrees to unconditionally assume Merger Sub’s Obligations under the Initial Indenture and the Initial Notes, on the terms and subject to the conditions set forth in the Initial Indenture and the Initial Notes, and to be bound by all other applicable provisions of the Initial Indenture and the Initial Notes and to perform all of the obligations and agreements of Merger Sub under the Initial Indenture and the Initial Notes.
- (3) Agreement to Guarantee. Each Guaranteeing Subsidiary hereby agrees to be a Guarantor under the Initial Indenture, on the terms and subject to the conditions set forth in the Initial Indenture and to be bound by the terms of the Initial Indenture applicable to a Guarantor, including Article 12 thereof.

(4) Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

(5) Governing Law. THIS COMPLETION DATE SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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

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

(8) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Completion Date Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by Nationstar and the Guaranteeing Subsidiaries.

[signature pages follow]

By: /s/ Casey A. Boyle
Name: Casey A. Boyle
Title: Assistant Vice President

[Signature Page to Supplemental Indenture]

[\(Back To Top\)](#)

Section 5: EX-10.2 (EX-10.2)

Exhibit 10.2

AMENDMENT TO THE NATIONSTAR MORTGAGE HOLDINGS INC. SECOND AMENDED AND RESTATED 2012 INCENTIVE COMPENSATION PLAN

This Amendment to the Nationstar Mortgage Holdings, Inc. Second Amended and Restated 2012 Incentive Compensation Plan (the “Plan”), made pursuant to the right to amend reserved in Section 16 of the Plan, amends the Plan as follows, effective as of the date set forth below:

1. The preamble to the Plan is hereby deleted and replaced in its entirety by the following:

“The Nationstar Mortgage Holdings Inc. 2012 Incentive Compensation Plan (as it may be amended from time to time, the “Plan”) was established by Nationstar Mortgage Holdings Inc., a Delaware corporation (“Nationstar”), effective as of February 24, 2012. Nationstar amended and restated the Plan effective as of February 24, 2015 and amended and restated the Plan on February 29, 2016, subject to shareholder approval, which approval was obtained on May 12, 2016. In connection with the acquisition of Nationstar by WMIH Corp., a Delaware corporation (together, with any successor thereto or assign thereof, “WMIH”) pursuant to the terms and conditions of that certain Agreement and Plan of Merger among WMIH, Nationstar and Wand Merger Corporation, dated as of February 12, 2018 (the “Merger Agreement”), the Plan was assumed by WMIH, effective as of the Effective Time (as defined in the Merger Agreement).”

2. Section 1 of the Plan is hereby deleted and replaced in its entirety by the following:

“1. Purpose of the Plan

This Plan is intended to promote the interests of WMIH and its stockholders by providing employees, consultants and directors of Nationstar and its Subsidiaries, who are largely responsible for the management, growth and protection of the business of WMIH and its Subsidiaries, with incentives and rewards to encourage them to continue in the service of Nationstar and its Subsidiaries and with a proprietary interest in pursuing the long-term growth, profitability and financial success of WMIH and its Subsidiaries.”

-
3. The definition of the term “Board of Directors” as set forth in Section 2(b) of the Plan is hereby deleted and replaced in its entirety by the following:
“(b) “Board of Directors” means the board of directors of WMIH.”
 4. The definition of the term “Common Stock” as set forth in Section 2(g) of the Plan is hereby deleted and replaced in its entirety by the following:
“(g) “Common Stock” means WMIH’s common stock, par value \$0.00001 per share, or any other security that may be substituted for Common Stock or into which Common Stock may be changed pursuant to the adjustment provisions of Section 11 of the Plan.”
 5. The definition of the term “Company” as set forth in Section 2(h) of the Plan is hereby deleted and replaced in its entirety by the following:
“(h) “Company” means WMIH.”
 6. The definition of the term “Participant” as set forth in Section 2(q) of the Plan is deleted and replaced in its entirety by the following:
“(q) “Participant” means an employee, director or consultant of Nationstar or one of its Subsidiaries who is eligible to participate in the Plan and to whom one or more Awards have been granted pursuant to the Plan and, following the death of any such Person, his successors, heirs, executors and administrators, as the case may be.”
 7. Section 4 of the Plan is hereby deleted in its entirety and replaced with the following:
“The Plan shall be administered by a Committee of the Board of Directors consisting of two or more persons, each of whom qualifies as a “non-employee director” (within the meaning of Rule 16b-3 promulgated under Section 16 of the Exchange Act), an “outside director” within the meaning of Treasury Regulation Section 1.162-27(e)(3) and as “independent” within the meaning of any applicable stock exchange or similar regulatory authority. The Committee shall, consistent with the terms of the Plan, from time to time designate those employees and consultants of Nationstar or

its Subsidiaries who shall be granted Awards under the Plan and the amount, type and other terms and conditions of such Awards. All of the powers and responsibilities of the Committee under the Plan may be delegated by the Committee, in writing, to any subcommittee thereof. In addition, the Committee may from time to time authorize a subcommittee consisting of one or more members of the Board of Directors (including members who are employees of the Company) or employees of Nationstar or one of its Subsidiaries to grant Awards to persons who are not "executive officers" of the Company (within the meaning of Rule 16a-1 under the Exchange Act), including grants to employees of its Subsidiaries, subject to such restrictions and limitation as the Committee may specify. In addition, the Board of Directors may, consistent with the terms of the Plan, from time to time grant Awards to directors of Nationstar.

The Committee shall have full discretionary authority to administer the Plan, including discretionary authority to interpret and construe any and all provisions of the Plan and the terms of any Award (and any agreement evidencing any Award) granted thereunder and to adopt and amend from time to time such rules and regulations for the administration of the Plan as the Committee may deem necessary or appropriate. Without limiting the generality of the foregoing, the Committee shall determine whether an authorized leave of absence, or absence in military or government service, shall constitute termination of employment. The employment of a Participant with Nationstar shall be deemed to have terminated for all purposes of the Plan if such Participant is employed by or provides services to a Person that is a Subsidiary of Nationstar and such Person ceases to be a Subsidiary of Nationstar, unless the Committee determines otherwise. Decisions of the Committee shall be final, binding and conclusive on all parties.

Upon the occurrence of a Change in Control, the Committee shall have full discretionary authority to (i) accelerate the vesting of any Award, and/or (ii) provide for payment of any Award.

On or after the date of grant of an Award under the Plan, the Committee may (i) accelerate the date on which any such Award becomes vested, exercisable or transferable, as the case may be, (ii) extend the term of any such Award, including, without limitation, extending the period following a termination of a Participant's employment during which any such Award may remain outstanding, (iii) waive any conditions to the vesting, exercisability or transferability, as the case may be, of any such Award or (iv) provide for the payment of dividends or dividend equivalents with respect to any such Award; provided, that the Committee shall not have any such authority to the extent that the grant of such authority would cause any tax to become due under Section 409A of the Code.

No member of the Committee shall be liable for any action, omission, or determination relating to the Plan, and the Company shall indemnify and hold harmless each member of the Committee and each other director or employee of the Company to whom any duty or power relating to the administration or interpretation of the Plan has been delegated against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim with the approval of the Committee) arising out of any action, omission or determination relating to the Plan, unless, in either case, such action, omission or determination was taken or made by such member, director or employee in bad faith and without reasonable belief that it was in the best interests of the Company.

8. Section 5 of the Plan is hereby deleted and replaced in its entirety by the following:

“5. Eligibility

The Persons who shall be eligible to receive Awards pursuant to the Plan shall be those employees, directors and consultants of Nationstar and its Subsidiaries whom the Committee shall select from time to time, including those key employees (including officers of Nationstar and its Subsidiaries, whether or not they are directors) who are largely responsible for the management, growth and protection of the business of the Company and its Subsidiaries. Each Award granted under the Plan shall be evidenced by an instrument in writing in form and substance approved by the Committee.”

9. Section 6(c) of the Plan is hereby deleted and replaced in its entirety by the following:

“(c) Effect of Termination of Employment or Other Relationship

The agreement evidencing the award of each Stock Option shall specify the consequences with respect to such Stock Option of the termination of the employment, service as a director or other relationship between Nationstar or one of its Subsidiaries and the Participant holding the Stock Option.”

10. Section 11 of the Plan is hereby amended by deleting each occurrence of the term “Nationstar” therein and replacing the same with “the Company”.

11. Section 13(a) of the Plan is hereby deleted and replaced in its entirety by the following:
- “(a) Nothing contained in the Plan or any Award shall confer upon any Participant any right with respect to the continuation of his employment by or service to Nationstar or any of its Subsidiaries or interfere in any way with the right of Nationstar or any of its Subsidiaries at any time to terminate such employment or service or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of an Award.”
12. Each of Sections 14, 15 and 19 of the Plan are hereby amended by deleting each occurrence of the term “Nationstar” therein and replacing the same with “the Company”.
13. In all other respects, the Plan will remain unchanged and in full force in effect.

* * *

Adopted by the Board of Directors on July 31, 2018.

[\(Back To Top\)](#)

Section 6: EX-10.3 (EX-10.3)

Exhibit 10.3

WMIH CORP.

RESTRICTED STOCK GRANT NOTICE

WMIH Corp., a Delaware corporation (the “**Company**”), hereby grants to Participant (as defined below) restricted stock of the Company (the “**Restricted Stock**”). The Restricted Stock is subject to all the terms and conditions set forth in this Restricted Stock Grant Notice (this “**Grant Notice**”), the Restricted Stock Agreement, and the Company’s 2012 Long-Term Incentive Plan (as amended, the “**Plan**”). The Restricted Stock Agreement and the Plan are attached to and incorporated into this Grant Notice in their entirety. Capitalized terms not defined herein will have the meaning given in the Plan.

Participant:	William Gallagher (“ Participant ”)
Grant Date:	July 30, 2018 (the “ Grant Date ”)
Number of Shares of Common Stock:	507,936 (the “ Grant Shares ”)
Fair Market Value Per Share at Grant Date:	\$1.42
Repurchase Price Per Share:	\$0.00001 per share
Vesting Schedule:	

The Grant Shares shall vest in full upon the consummation a Qualifying Acquisition (as defined in the Employment Agreement between the Company and Participant, made as of May 15, 2015 (as amended, the “**Employment Agreement**”)); provided, that Participant’s Continuous Service has not terminated prior to such date; provided, further, that if the Company consummates a Qualifying Acquisition within six (6) months following (i) the Company’s termination of Participant’s Continuous Service (as defined in the Restricted Stock Agreement) without Cause (as defined in the Employment Agreement), (ii) Participant’s resignation for Good Reason (as defined in the Employment Agreement), (iii) the termination of Participant’s Continuous Service as a result of Participant’s death or Disability (as defined in the Employment Agreement), or (iv) the termination of Participant’s employment as a result of the expiration of the Employment Period (as defined in the Employment Agreement), the Grant Shares will vest at the time of such consummation. For the avoidance of doubt, the termination of Participant’s Continuous Service shall not affect Participant’s rights to the Grant Shares that have previously vested.

Additional Terms/Acknowledgement: By accepting this Restricted Stock, the undersigned Participant acknowledges receipt of, and understands and agrees to the terms of this Grant Notice, the Restricted Stock Agreement, and the Plan. Participant further acknowledges that this Grant Notice, the Restricted Stock Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the Restricted Stock and supersede all prior oral and written agreements on the subject. Participant acknowledges and agrees that the Grant Shares satisfy the Company’s obligations to grant additional shares of Restricted Stock pursuant to the terms and conditions of the Employment Agreement.

WMIH Corp.

Participant

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

/s/ William Gallagher
 Name: William Gallagher
 Address: _____

Attachments:

1. Restricted Stock Agreement
2. Long-Term Incentive Plan

WMIH CORP.
2012 LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT

Pursuant to Participant's Restricted Stock Grant Notice (the "**Grant Notice**") and this Restricted Stock Agreement (this "**Agreement**"), the Company hereby grants Participant a restricted stock award under the Plan. The Restricted Stock shall be subject to the terms of the Plan. Capitalized terms not otherwise defined herein are defined in the Grant Notice and/or the Plan.

1. AWARD OF RESTRICTED STOCK GRANT

The Company hereby awards to Participant and Participant accepts a restricted stock grant of the number of shares of the Company's Common Stock specified in the Grant Notice as the Grant Shares (the "**Award**"). This Award is being made without the payment of any consideration other than Participant's services to the Company. The Award is being made pursuant to the Plan and is subject to and conditioned upon the terms and conditions of the Plan and the terms and conditions set forth in the Grant Notice and this Agreement. Any inconsistency between the Grant Notice and this Agreement and the terms and conditions of the Plan will be resolved in accordance with the Plan.

Promptly following Participant's execution of the Grant Notice, the Company will issue the Grant Shares. Participant will be entitled to voting and dividend rights with respect to the Grant Shares, even though the Grant Shares are not vested, provided that to the extent any such Grant Shares are forfeited to the Company, such rights will terminate immediately with respect to the Grant Shares that are forfeited.

2. REPRESENTATIONS OF PARTICIPANT

2.1 No Representations by or on Behalf of the Company. Participant is not relying on any representation, warranty, or statement made by the Company or any agent, employee or officer, director, shareholder, or other controlling person of the Company regarding the Grant Shares or this Award.

2.2 Tax Election. The Company has advised Participant to seek Participant's own tax and financial advice with regard to the federal and state tax considerations resulting from Participant's receipt of the Grant Shares pursuant to the award. **Participant represents that Participant has reviewed the "Tax Treatment of Your Restricted Stock Grant" attached as Exhibit A and will rely on the advice of Participant's own tax advisors with respect to the tax aspects of a grant of Grant Shares under this Agreement. Participant represents that Participant is not relying on any representations made by the Company or any of its agents with respect to such matters, including, but not limited to, Exhibit A.** Participant understands that the Company will report to appropriate taxing authorities the payment to Participant of compensation income either (i) upon the vesting of the Grant Shares or (ii) if Participant makes a timely Section 83(b) election, as of the Grant Date. Participant understands that he is solely responsible for the payment of all federal and state taxes resulting from this Award. CURRENTLY AN ELECTION UNDER 83(b) MUST BE FILED WITHIN 30 DAYS AFTER THE GRANT DATE. THIS TIME PERIOD CANNOT BE EXTENDED. PARTICIPANT ACKNOWLEDGES THAT TIMELY FILING OF A SECTION 83(b) ELECTION IS PARTICIPANT'S SOLE RESPONSIBILITY, EVEN IF PARTICIPANT REQUESTS COMPANY OR ITS AGENT TO FILE SUCH ELECTION ON PARTICIPANT'S BEHALF.

2.3 Tax Withholding. As a condition to the receipt of Grant Shares, Participant must make such arrangements as the Company may require for the satisfaction of any federal, state or local withholding tax obligations that may arise in connection with such receipt. Participant shall satisfy such withholding obligations (i) in cash or by check, (ii) by directing the Company to withhold shares to which Participant is entitled upon vesting of the Grant Shares with a Fair Market Value equal to an amount necessary to satisfy the Company's applicable federal, state, local or foreign income and employment tax withholding obligations with respect to Participant (but in no event in excess of the maximum statutory withholding amounts in Participant's relevant tax jurisdiction), (iii) by tendering previously owned shares with a Fair Market Value equal to the minimum withholding obligations or (iv) by a combination of any of the foregoing methods.

2.4 Securities Law Compliance.

(a) **Securities Compliance.** Participant agrees that Participant is acquiring the Grant Shares for Participant's own account for investment, and not with a view to, or for resale in connection with, any distribution thereof, and Participant agrees, upon request, to further document Participant's investment intent, access to information concerning the Company, ability to bear the economic risk of the Grant Shares, and acknowledges restrictions on transfer of the Shares. Participant understands that the Company does not have an effective registration statement with respect to the Grant Shares under the Securities Act and has no intent to or obligation to do so.

(b) **Indemnification by Participant.** To the extent permitted by law, Participant will indemnify the Company, each of its directors, officers, agents and any person who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities, and expenses (including, but not limited, to reasonable attorneys' fees and expenses) with respect to the breach of any representations and warranties set forth in Section 2.4(a) of this Agreement.

3. GENERAL RESTRICTIONS OF TRANSFERS OF GRANT SHARES

3.1 **Legends.** Certificates representing the Grant Shares will bear the following legends, or other appropriate legends:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE OR FOREIGN SECURITIES LAWS. NO OFFER FOR SALE, TRANSFER, PLEDGE, OR OTHER DISPOSITION OF THE SHARES EVIDENCED BY THIS CERTIFICATE MAY BE MADE UNLESS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS, OR SUBJECT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS.

THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT PURSUANT TO WHICH THEY WERE ISSUED. APPROVAL FROM THE COMPENSATION COMMITTEE OF THE BOARD OF DIRECTORS MUST BE RECEIVED PRIOR TO TRANSFER.

3.2 **Restriction on Transfer of Shares.** Participant agrees for himself, his executors, administrators and other successors in interest that none of the Grant Shares that have not vested pursuant to the Vesting Schedule (the "**Unvested Shares**"), nor any interest therein, may be voluntarily or involuntarily sold, transferred, assigned, donated, pledged, hypothecated or otherwise disposed of, gratuitously or for consideration prior to their vesting in accordance with the Vesting Schedule. From and after vesting of the Grant Shares in accordance with the Vesting Schedule, the Grant Shares shall be subject to the resale restrictions under Rule 144 of the Securities Act of 1933, as amended, and any other restrictions under applicable law.

3.3 **Invalid Transfers.** Any disposition of the Grant Shares other than in strict compliance with the provisions of this Agreement shall be void. The Company shall not be required to (i) transfer on its books any Grant Shares which have been sold or transferred in violation of the provisions of this Section 3 or (ii) treat as the owner of the Grant Shares, or otherwise to accord voting, dividend or any other rights to, any person or entity to whom Participant transferred or attempted to transfer the Grant Shares in contravention of this Agreement.

4. REPURCHASE OF UNVESTED SHARES

4.1 **Forfeiture Repurchase.** Except as otherwise provided in the Grant Notice with respect to vesting of the Grant Shares upon the consummation of a Qualifying Acquisition within six months following certain terminations of Participant's Continuous Service (as defined below), in the event that Participant's Continuous Service terminates for any reason ("**Termination of Service**"), the Company will automatically repurchase the Unvested Shares from Participant to the extent that they were unvested on the date of such Termination of Service ("**Repurchase Event**") and Participant agrees to cooperate with the Company to cause such shares to be repurchased. For purposes of this Agreement, "**Continuous Service**" means that Participant's service with the Company or an Affiliate, whether as an employee, a director or consultant, is not interrupted or terminated (other than pursuant to a leave approved by the Company). Participant's Continuous Service shall not be deemed to have terminated or been interrupted merely because of a change in the capacity in which Participant renders service to the Company or an Affiliate as an employee, a director or consultant or a change in the entity for which Participant renders such service; provided, that there is no interruption or termination of Participant's service with the Company or an Affiliate.

4.2 **Purchase Price and Payment.** The Repurchase Price of the Unvested Shares under this Section 4 is as specified in the Grant Notice and shall be paid by the Company by check upon demand by Participant following the Repurchase Event.

4.3 **Closing of the Repurchase.** The repurchase of the Unvested Shares will be recorded on the transfer books of the Company immediately following the Repurchase Event and Participant may demand and receive payment pursuant to Section 4.2 for the Unvested Shares at any time thereafter. Failure to timely remit the Repurchase Price to Participant shall not invalidate the Company's repurchase right as set forth in Section 4.1. Participant agrees to execute any documentation necessary to fully effectuate the transfer of the forfeited Unvested Shares to the Company following the Repurchase Event.

4.4 **Safekeeping of Unvested Shares.** All Unvested Shares and stock dividends thereon will be held in escrow by the Company. In the event Unvested Shares are forfeited pursuant to a Repurchase Event, the dividends and distributions on such Unvested Shares will likewise be forfeited to the Company. The Company will deliver Grant Shares that have vested pursuant to the Vesting Schedule to Participant within a reasonable period of time after such Grant Shares become vested.

4.5 **Assignment of Rights by the Company.** The Company may, in its sole discretion, assign its repurchase obligation with respect to any Unvested Shares to any one or more persons without notice to, or the prior consent of, Participant.

5. MISCELLANEOUS PROVISIONS

5.1 **Notices.** All notices or other communications pursuant to this Agreement shall be in writing and shall be deemed duly given if delivered personally or by courier service, or if mailed by certified mail, return receipt requested, prepaid and addressed to the Company's executive offices to the attention of the Company's Secretary, or if to Participant, to the address maintained by the personnel department, or such other address as such party shall have furnished to the other party in writing.

5.2 **Amendment and Modification.** This Agreement may be amended, modified, and supplemented only by written agreement of all of the parties hereto.

5.3 **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Participant without the prior written consent of the Company.

5.4 **Effect on Employment.** Nothing contained in this Agreement will be deemed to constitute an employment contract or confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any affiliated company or limit in any way the right of the Company or any affiliated company to terminate Participant's Continuous Service at any time, with or without cause.

5.5 **Governing Law.** Except as otherwise expressly provided for in Section 6, this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to the construction and enforcement of contracts wholly executed in Delaware by residents of Delaware and wholly performed in Delaware. Except as otherwise expressly provided for in Section 6, any action or proceeding brought by any party hereto shall be brought only in a state or federal court of competent jurisdiction located in the State of Delaware and all parties hereto hereby submit to the in personal jurisdiction of such court for purposes of any such action or procedure.

5.6 **Headings.** The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

5.7 **Entire Agreement.** Except as otherwise expressly provided for in Section 6, this Agreement, the Grant Notice and the Plan embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior written or oral communications or agreements all of which are merged herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein.

5.8 **No Waiver.** No waiver of any provision of this Agreement or any rights or obligations of any party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

5.9 **Severability of Provisions.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

5.10 **Counterparts.** This Agreement and the Grant Notice may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

6. AMENDMENTS TO EMPLOYMENT AGREEMENT

The parties hereto are also parties to the Employment Agreement. The parties desire, effective as of the Grant Date, to further modify the Employment Agreement to extend the Employment Period (as defined in the Employment Agreement) and provide for an additional payment to the Participant in connection with the expiration of the Employment Period.

Section 1 of the Employment Agreement is hereby amended by deleting the phrase “the earlier of (a) the Closing Date (as defined in that certain Agreement and Plan of Merger, dated as of February 12, 2018, among Nationstar Mortgage Holdings Inc., WMIH Corp., a Delaware corporation and Wand Merger Corporation (as it may be amended, the “Merger Agreement”)) or (b) the End Date (as defined in the Merger Agreement)” and replacing it with “on August 3, 2018”.

The first sentence of Section 4(d) of the Employment Agreement is hereby amended and restated in its entirety to read as follows: “If Executive’s employment shall be terminated by reason of the expiration of the Employment Period, then the Company will provide Executive with (i) the Accrued Obligations and (ii) a lump sum cash payment in an amount equal to \$27,958.99, payable on the date of the expiration of the Employment Period, in order for Executive to pay for continued health coverage and/or obtain health coverage under a private insurance policy.”

Except as expressly modified by the foregoing, all other terms, conditions and provisions of the Employment Agreement shall remain in full force and effect. These amendments are effected pursuant to Section 10(f) of the Employment Agreement. This Section 6 shall be governed by and construed in accordance with Section 10(d) of the Employment Agreement and any controversy or claim related to this Section 6 shall be conducted in accordance with Section 10(e) of the Employment Agreement.

Exhibit A

TAX TREATMENT OF YOUR RESTRICTED STOCK GRANT

The Grant Shares, if any, will be granted on the Grant Date. Restricted stock awards granted pursuant to the Plan are taxed in accordance with the rules of section 83 of the Internal Revenue Code. Each employee who receives a restricted stock award is urged to discuss the income tax consequences of the award with his or her income tax advisor. A very general explanation of the applicable rules follows.

The general tax rule is that you will recognize ordinary income equal to the fair market value of the Grant Shares when the restrictions lapse (i.e., when such shares become vested). However, you may accelerate your recognition of ordinary income to the tax year in which your Grant Date occurs (in this case 2018) by filing an election under section 83(b) of the Internal Revenue Code. The section 83(b) election must be filed no later than 30 days after the Grant Date. If you timely file the section 83(b) election, you will recognize as ordinary income the fair market value of the stock on the Grant Date. You will not recognize any further ordinary income when the restrictions on the award subsequently lapse.

When you sell your Grant Shares, the tax treatment will depend on whether you have timely made an election under section 83(b) of the Internal Revenue Code. Under current Federal tax law, if you have made such a timely election and you sell your stock after it is vested and at least 12 months from the Grant Date, any gain from the sale will be a long term capital gain. Any gain from a sale on or before this 12 month period will be a short-term capital gain. If you do not make a timely section 83(b) election, the holding period for long-term capital gain treatment on the sale of your stock begins on the date the restrictions on your Grant Shares lapse.

Unless you make the section 83(b) election, dividends on the Grant Shares will be taxed as ordinary income until such time as the restrictions lapse. If you make the section 83(b) election the dividends are taxable as dividends.

The Company is required by law to withhold Federal, state or local taxes on any ordinary income attributable to your Grant Shares. If you make a section 83(b) election, these taxes will be due and payable for the year in which the Grant Date occurs. If you do not make a section 83(b) election, these taxes will be due and payable for the year in which the restrictions on your Grant Shares lapse. Upon determination by the Company of the year in which taxes are due and the amount of taxes required to be withheld, you are liable to the Company for the amount of taxes that must be withheld. You may satisfy this obligation by the methods set forth in the Restricted Stock Agreement.

We must emphasize that if you want to make the section 83(b) election, which may be to your advantage if the stock rises in value, you must do so by filing a form with the Internal Revenue Service Center with which you file your federal income tax return no later than 30 days after the Grant Date. Even though you timely make the section 83(b) election, you may not sell the Grant Shares until the restrictions imposed on such stock lapse (i.e., the stock vests), and as otherwise provided in the Restricted Stock Grant Agreement. In addition, one copy of the election must be filed with the Company.

If you make a section 83(b) election, the election may not be revoked. In addition, if you file such an election and the stock is subsequently forfeited, you will not be entitled to a corresponding income tax deduction for the amount of income taxes that you paid as a result of making the section 83(b) election. You also will not be able to file for a refund of the income taxes.

We urge you to talk with your individual tax advisor concerning the tax consequences of your Grant Shares. The Company and its employees do not make any tax representations or recommendations. This general explanation is being provided simply to assist you in understanding the concepts before you meet with your individual advisor and shall not constitute any legal or tax advice.

[\(Back To Top\)](#)

Section 7: EX-10.4 (EX-10.4)

Exhibit 10.4

RESTRICTIVE COVENANT AGREEMENT

As provided for under that certain employment agreement by and between WMIH Corp. (the “**Company**”) and William Gallagher (“**Executive**”), made as of May 15, 2015 (as amended, the “**Employment Agreement**”), upon the consummation of a Qualifying Acquisition (as defined in the Employment Agreement), and in consideration for the rights and benefits provided to Executive under the Employment Agreement, Executive agrees to abide by all of the terms and conditions of this restrictive covenant agreement (the “**Agreement**”). Executive acknowledges and agrees that this Agreement, and the terms and conditions herein, are material terms of Executive’s employment relationship with the Company, and that the Company would not have hired Executive and entered into the Employment Agreement but for Executive’s execution of, and compliance with, this Agreement.

1. **Confidential Information.**

(a) Executive acknowledges and agrees that Executive is bound by certain covenants not to disclose or use Confidential Information (as defined in the Employment Agreement) as provided for in the Employment Agreement.

(b) Notwithstanding anything in this Agreement or the Employment Agreement to the contrary, in accordance with the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), and other applicable law, nothing in this Agreement, the Employment Agreement, or any other agreement or policy shall prevent Executive from, or expose Executive to criminal or civil liability under federal or state trade secret law for, (i) directly or indirectly sharing any Company Entity’s (as defined below) trade secrets or other Confidential Information (except information protected by any Company Entity’s attorney-client or work product privilege) with an attorney or with any federal, state, or local government agencies, regulators, or officials, for the purpose of investigating or reporting a suspected violation of law, whether in response to a subpoena or otherwise, without notice to the Company Entities, or (ii) disclosing trade secrets in a complaint or other document filed in connection with a legal claim, provided that the filing is

made under seal. Further, nothing herein shall prevent Executive from discussing or disclosing information related to Executive's general job duties or responsibilities and/or regarding employee compensation. Executive also may disclose Confidential Information as required in response to a subpoena or other legal process, in accordance with the terms and procedures set forth in Paragraph 2, below.

(c) For purposes of this Agreement, (i) "**Affiliate**" means, with respect to any Person, all Persons controlling, controlled by, or under common control with such Person; (ii) "**Company Entities**" means, collectively, the Company and each and all of its Affiliates; (iii) "**Company Parties**" means, collectively, each and all of the Company Entities and each and all of their respective principals, members, officers, directors, employees, representatives, agents, partners, consultants, contractors, fiduciaries, representatives, and agents; and (iv) "**Person**" means any individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership, or any other legal entity.

2. Legal Process. Except as provided in Paragraph 1, above, Executive agrees that in the event Executive is served with a subpoena, document request, interrogatory, or any other legal process that will or may require Executive to disclose any Confidential Information, whether during Executive's employment or thereafter (regardless of whether Executive resigns or is terminated, or the reason for such resignation or termination), Executive will immediately notify an officer of the Company of such fact, in writing, and provide a copy of such subpoena, document request, interrogatory, or other legal process, unless such subpoena, document request, interrogatory, or other legal process (i) is from a court or governmental agency, and (ii) explicitly prohibits Executive from doing so.

3. Non-Competition. As a further material inducement for the Company to employ Executive under the Employment Agreement, Executive agrees that during the period commencing on the Effective Date (as defined in the Employment Agreement) and ending on the date that is twelve (12) months after the Date of Termination (as defined in the Employment Agreement) (such period, the "**Restricted Period**"), Executive shall not, without the express written consent of a duly authorized officer of the Company (which consent may be granted or withheld in any such officer's sole and absolute discretion), directly or indirectly: (a) advise or participate in the management of any Competing Business (as defined below); (b) act as a partner, member, or employee of any Competing Business; (c) act as a manager, advisor, or consultant to any Competing Business; (d) establish or organize (whether alone or with others) any Competing Business; or (e) be associated in any way with any Competing Business in any other relationship or capacity; provided, however, that nothing in this Agreement shall preclude Executive from investing Executive's personal assets in the securities of any Competing Business if such securities are (i) traded on a national stock exchange or on the over-the-counter market and if such investment does not result in Executive beneficially owning, at any time, more than five percent (5%) of the publicly-traded equity securities of such Competing Business, or (ii) not traded on a national stock exchange or on the over-the-counter market if such investment is as a passive investor and such investment does not result in Executive beneficially owning, at any time, more than five percent (5%) of any class of equity securities of such Competing Business. As used in this Agreement, "**Competing Business**" means the business of reinsuring mortgage insurance policies.

4. Non-Solicitation. Executive agrees that during the Restricted Period, Executive shall not, without the prior written consent of a duly authorized officer of the Company (which may be granted or withheld in any such officer's sole and absolute discretion), directly or indirectly, whether on behalf of or for the benefit of Executive or any other Person, whether as an employee, principal, partner, owner, officer, director, individual, member, consultant, contractor, volunteer, representative, agent, or in any other capacity whatsoever, and whether or not for compensation:

(a) (i) solicit, induce, or encourage the resignation or termination of, or attempt to solicit, induce, or encourage the resignation or termination of, any employee, contractor or consultant of the Company; (ii) interfere, or attempt to interfere, in any way with the relationship between the Company, on the one hand, and any of its employees, contractors or consultants on the other hand; or (iii) solicit, hire, recruit, employ, engage, or retain; or allow Executive's name to be used in connection with the solicitation, hiring, recruiting,

employing, engaging, or retention of, any Person who as of such date, or at any time during the twelve (12) months preceding such date, is or was an employee, contractor or consultant of the Company; or

(b) (i) (A) solicit any Person that is a customer or supplier of the Company or was a customer or supplier of the Company at any time during the twelve (12) months preceding such date (collectively, a “**Protected Client**”), or (B) accept, participate in accepting, or aid, assist, or direct anyone in procuring or accepting, any business from any Protected Client; or (ii) interfere with, diminish, appropriate, seize, solicit, divert, or usurp any business, commercial, investment, financial, strategic, or other opportunity of, or relating to, the Company, or any opportunity or project of which Executive became aware or on which Executive worked while employed by the Company or while affiliated with the Company (including as an employee, officer, director, manager, adviser, consultant, contractor, representative, agent or otherwise).

(c) Notwithstanding anything in clause (a) above to the contrary, Executive shall be permitted to solicit employees, consultants and contractors of the Company (i) with whom Executive had pre-existing business relationships as of the Effective Date or (ii) that regularly provide services to multiple clients.

5. Acknowledgement. Executive hereby acknowledges that the limitations set forth in Paragraphs 1 through 4 of this Agreement are fair and reasonable, and will not prevent Executive from earning a livelihood after Executive leaves the Company’s employ. Executive recognizes that these restrictions are appropriate based on the special and unique nature of the services Executive has rendered and will continue to render, the access to Confidential Information that Executive has enjoyed and will continue to enjoy, the access to Company clients that Executive has had and will continue to have as a result of Executive’s employment and position with the Company, and the risks that the Company will face absent such restrictions. Executive agrees that should Executive breach any of the provisions of Paragraph 3 or Paragraph 4, above, the running of the Restricted Period shall be tolled during the period of such breach.

6. Remedy for Breach. Executive agrees that Executive’s breach or threatened breach of any of the restrictions set forth in Paragraphs 1 through 4 of this Agreement will result in irreparable and continuing damage to the Company Parties for which there is no adequate remedy at law. Thus, in addition to the Company’s right to arbitrate disputes hereunder, the Company Parties shall be entitled to obtain emergency equitable relief, including a temporary restraining order and/or preliminary injunction, in aid of arbitration, from any state or federal court of competent jurisdiction, without first posting a bond, to restrain any such breach or threatened breach. Such relief shall be in addition to any and all other remedies, including the recovery of monetary damages, attorneys’ fees, and costs, available to the Company Parties against Executive for such breaches or threatened breaches. Upon the issuance (or denial) of an injunction, the underlying merits of any dispute will be resolved in accordance with the arbitration provisions of Section 10(e) of the Employment Agreement.

7. Arbitration. Except as provided in Paragraph 6 of this Agreement, the parties irrevocably and unconditionally agree that any past, present, or future dispute, controversy, or claim arising under or relating to this Agreement or the Employment Agreement; arising under any federal, state, local, or foreign statute, regulation, constitution, law, ordinance, or the common law (including any law prohibiting discrimination, harassment or retaliation); or arising in connection with Executive's employment or affiliation or the termination thereof; involving Executive, on the one hand, and any of the Company Parties, on the other hand, including both claims brought by Executive and claims brought against Executive, shall be submitted for resolution to binding arbitration as provided in Section 10(e) of the Employment Agreement.

8. Entire Agreement. This Agreement, together with the Employment Agreement, replaces and supersedes any and all previous or existing agreements, arrangements, or understandings, whether oral or written, between Executive and any Company Entity relating to the terms and conditions of Executive's relationship with the Company Entities. Executive specifically acknowledges and agrees that, notwithstanding any discussions or negotiations Executive may have had with any of the Company Parties prior to the execution of this Agreement, Executive is not relying on any promises or assurances other than those explicitly contained in this Agreement and the Employment Agreement. This Agreement and the Employment Agreement contain the entire agreement and understanding of the parties with respect to the matters set forth herein, and the terms and conditions of Executive's employment.

9. Amendments and Waivers. No provision of this Agreement may be amended modified, waived, or discharged except as agreed to in a writing signed by both Executive and a duly authorized officer of the Company. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

10. Headings/Drafting. The headings in this Agreement are included for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement shall be interpreted strictly in accordance with its terms, to the maximum extent permissible under governing law, and shall not be construed against or in favor of any party, regardless of which party drafted this Agreement or any provision hereof. For purposes of this Agreement, the connectives "and," "or," and "and/or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of a sentence or clause all subject matter that might otherwise be construed to be outside of its scope, and "including" shall be construed as "including without limitation."

11. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OR SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

12. **Severability/Modification.** If any provision of this Agreement is determined to be unenforceable as a matter of governing law, an arbitrator or reviewing court shall have the authority to “blue pencil” or otherwise modify such provision so as to render it enforceable while maintaining the parties’ original intent to the maximum extent possible. Each provision of this Agreement is severable from the other provisions hereof, and if one or more provisions hereof are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

13. **Survival.** Executive acknowledges and agrees that Executive’s confidentiality, non-disparagement, and other post-employment covenants set forth in the Employment Agreement, remain in full force and effect in accordance with their terms, and that Executive will comply with such covenants. Executive also acknowledges and agrees that the terms of this Agreement shall survive the termination of Executive’s employment with the Company.

14. **Third Party Beneficiaries.** Each and all of the Company Parties are intended to be, and are, third party beneficiaries of this Agreement and shall be entitled to enforce this Agreement in accordance with its terms.

15. **Assignment.** This Agreement may be assigned by the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such assigned party. Executive may not assign Executive’s rights and obligations under this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument. Facsimile, PDF, and other true and accurate copies of this Agreement shall have the same force and effect as originals hereof.

Agreed to and accepted
this 31st day of July 2018

/s/ William Gallagher
William Gallagher

5

[\(Back To Top\)](#)

Section 8: EX-10.5 (EX-10.5)

Exhibit 10.5

WMIH CORP.

RESTRICTED STOCK GRANT NOTICE

WMIH Corp., a Delaware corporation (the “**Company**”), hereby grants to Participant (as defined below) restricted stock of the Company (the “**Restricted Stock**”). The Restricted Stock is subject to all the terms and conditions set forth in this Restricted Stock Grant Notice (this “**Grant Notice**”), the Restricted Stock Agreement, and the Company’s 2012 Long-Term Incentive Plan (as amended, the “**Plan**”). The Restricted Stock Agreement and the Plan are attached to and incorporated into this Grant Notice in their entirety. Capitalized terms not defined herein will have the meaning given in the Plan.

Participant:	Thomas Fairfield (“ Participant ”)
Grant Date:	July 30, 2018 (the “ Grant Date ”)
Number of Shares of Common Stock:	507,936 (the “ Grant Shares ”)
Fair Market Value Per Share at Grant Date:	\$1.42
Repurchase Price Per Share:	\$0.00001 per share
Vesting Schedule:	

The Grant Shares shall vest in full upon the consummation a Qualifying Acquisition (as defined in the Employment Agreement between the Company and Participant, made as of May 15, 2015 (as amended, the “**Employment Agreement**”)); provided, that Participant’s Continuous Service has not terminated prior to such date; provided, further, that if the Company consummates a Qualifying Acquisition within six (6) months following (i) the Company’s termination of Participant’s Continuous Service (as defined in the Restricted Stock Agreement) without Cause (as defined in the Employment Agreement), (ii) Participant’s resignation for Good Reason (as defined in the Employment Agreement), (iii) the termination of Participant’s Continuous Service as a result of Participant’s death or Disability (as defined in the Employment Agreement), or (iv) the termination of Participant’s employment as a result of the expiration of the Employment Period (as defined in the Employment Agreement), the Grant Shares will vest at the time of such consummation. For the avoidance of doubt, the termination of Participant’s Continuous Service shall not affect Participant’s rights to the Grant Shares that have previously vested.

Additional Terms/Acknowledgement: By accepting this Restricted Stock, the undersigned Participant acknowledges receipt of, and understands and agrees to the terms of this Grant Notice, the Restricted Stock Agreement, and the Plan. Participant further acknowledges that this Grant Notice, the Restricted Stock Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the Restricted Stock and supersede all prior oral and written agreements on the subject. Participant acknowledges and agrees that the Grant Shares satisfy the Company’s obligations to grant additional shares of Restricted Stock pursuant to the terms and conditions of the Employment Agreement.

WMIH Corp.

Participant

By: /s/ Charles Edward Smith

/s/ Thomas Fairfield

Name: Charles Edward Smith
Title: Executive Vice President

Name: Thomas Fairfield
Address:

Attachments:

1. Restricted Stock Agreement
2. Long-Term Incentive Plan

WMIH CORP.
2012 LONG-TERM INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT

Pursuant to Participant's Restricted Stock Grant Notice (the "**Grant Notice**") and this Restricted Stock Agreement (this "**Agreement**"), the Company hereby grants Participant a restricted stock award under the Plan. The Restricted Stock shall be subject to the terms of the Plan. Capitalized terms not otherwise defined herein are defined in the Grant Notice and/or the Plan.

1. AWARD OF RESTRICTED STOCK GRANT

The Company hereby awards to Participant and Participant accepts a restricted stock grant of the number of shares of the Company's Common Stock specified in the Grant Notice as the Grant Shares (the "**Award**"). This Award is being made without the payment of any consideration other than Participant's services to the Company. The Award is being made pursuant to the Plan and is subject to and conditioned upon the terms and conditions of the Plan and the terms and conditions set forth in the Grant Notice and this Agreement. Any inconsistency between the Grant Notice and this Agreement and the terms and conditions of the Plan will be resolved in accordance with the Plan.

Promptly following Participant's execution of the Grant Notice, the Company will issue the Grant Shares. Participant will be entitled to voting and dividend rights with respect to the Grant Shares, even though the Grant Shares are not vested, provided that to the extent any such Grant Shares are forfeited to the Company, such rights will terminate immediately with respect to the Grant Shares that are forfeited.

2. REPRESENTATIONS OF PARTICIPANT

2.1 No Representations by or on Behalf of the Company. Participant is not relying on any representation, warranty, or statement made by the Company or any agent, employee or officer, director, shareholder, or other controlling person of the Company regarding the Grant Shares or this Award.

2.2 Tax Election. The Company has advised Participant to seek Participant's own tax and financial advice with regard to the federal and state tax considerations resulting from Participant's receipt of the Grant Shares pursuant to the award. **Participant represents that Participant has reviewed the "Tax Treatment of Your Restricted Stock Grant" attached as Exhibit A and will rely on the advice of Participant's own tax advisors with respect to the tax aspects of a grant of Grant Shares under this Agreement. Participant represents that Participant is not relying on any representations made by the Company or any of its agents with respect to such matters, including, but not limited to, Exhibit A.** Participant understands that the Company will report to appropriate taxing authorities the payment to Participant of compensation income either (i) upon the vesting of the Grant Shares or (ii) if Participant makes a timely Section 83(b) election, as of the Grant Date. Participant understands that he is solely responsible for the payment of all federal and state taxes resulting from this Award. CURRENTLY AN ELECTION UNDER 83(b) MUST BE FILED WITHIN 30 DAYS AFTER THE GRANT DATE. THIS TIME PERIOD CANNOT BE EXTENDED. PARTICIPANT ACKNOWLEDGES THAT TIMELY FILING OF A SECTION 83(b) ELECTION IS PARTICIPANT'S SOLE RESPONSIBILITY, EVEN IF PARTICIPANT REQUESTS COMPANY OR ITS AGENT TO FILE SUCH ELECTION ON PARTICIPANT'S BEHALF.

2.3 Tax Withholding. As a condition to the receipt of Grant Shares, Participant must make such arrangements as the Company may require for the satisfaction of any federal, state or local withholding tax obligations that may arise in connection with such receipt. Participant shall satisfy such withholding obligations (i) in cash or by check, (ii) by directing the Company to withhold shares to which Participant is entitled upon vesting of the Grant Shares with a Fair Market Value equal to an amount necessary to satisfy the Company's applicable federal, state, local or foreign income and employment tax withholding obligations with respect to Participant (but in no event in excess of the maximum statutory withholding amounts in Participant's relevant tax jurisdiction), (iii) by tendering previously owned shares with a Fair Market Value equal to the minimum withholding obligations or (iv) by a combination of any of the foregoing methods.

2.4 Securities Law Compliance.

(a) **Securities Compliance.** Participant agrees that Participant is acquiring the Grant Shares for Participant's own account for investment, and not with a view to, or for resale in connection with, any distribution thereof, and Participant agrees, upon request, to further document Participant's investment intent, access to information concerning the Company, ability to bear the economic risk of the Grant Shares, and acknowledges restrictions on transfer of the Shares. Participant understands that the Company does not have an effective registration statement with respect to the Grant Shares under the Securities Act and has no intent to or obligation to do so.

(b) **Indemnification by Participant.** To the extent permitted by law, Participant will indemnify the Company, each of its directors, officers, agents and any person who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities, and expenses (including, but not limited, to reasonable attorneys' fees and expenses) with respect to the breach of any representations and warranties set forth in Section 2.4(a) of this Agreement.

3. GENERAL RESTRICTIONS OF TRANSFERS OF GRANT SHARES

3.1 **Legends.** Certificates representing the Grant Shares will bear the following legends, or other appropriate legends:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE OR FOREIGN SECURITIES LAWS. NO OFFER FOR SALE, TRANSFER, PLEDGE, OR OTHER DISPOSITION OF THE SHARES EVIDENCED BY THIS CERTIFICATE MAY BE MADE UNLESS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS, OR SUBJECT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS.

THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT PURSUANT TO WHICH THEY WERE ISSUED. APPROVAL FROM THE COMPENSATION COMMITTEE OF THE BOARD OF DIRECTORS MUST BE RECEIVED PRIOR TO TRANSFER.

3.2 **Restriction on Transfer of Shares.** Participant agrees for himself, his executors, administrators and other successors in interest that none of the Grant Shares that have not vested pursuant to the Vesting Schedule (the "**Unvested Shares**"), nor any interest therein, may be voluntarily or involuntarily sold, transferred, assigned, donated, pledged, hypothecated or otherwise disposed of, gratuitously or for consideration prior to their vesting in accordance with the Vesting Schedule. From and after vesting of the Grant Shares in accordance with the Vesting Schedule, the Grant Shares shall be subject to the resale restrictions under Rule 144 of the Securities Act of 1933, as amended, and any other restrictions under applicable law.

3.3 **Invalid Transfers.** Any disposition of the Grant Shares other than in strict compliance with the provisions of this Agreement shall be void. The Company shall not be required to (i) transfer on its books any Grant Shares which have been sold or transferred in violation of the provisions of this Section 3 or (ii) treat as the owner of the Grant Shares, or otherwise to accord voting, dividend or any other rights to, any person or entity to whom Participant transferred or attempted to transfer the Grant Shares in contravention of this Agreement.

4. REPURCHASE OF UNVESTED SHARES

4.1 **Forfeiture Repurchase.** Except as otherwise provided in the Grant Notice with respect to vesting of the Grant Shares upon the consummation of a Qualifying Acquisition within six months following certain terminations of Participant's Continuous Service (as defined below), in the event that Participant's Continuous Service terminates for any reason ("**Termination of Service**"), the Company will automatically repurchase the Unvested Shares from Participant to the extent that they were unvested on the date of such Termination of Service ("**Repurchase Event**") and Participant agrees to cooperate with the Company to cause such shares to be repurchased. For purposes of this Agreement, "**Continuous Service**" means that Participant's service with the Company or an Affiliate, whether as an employee, a director or consultant, is not interrupted or terminated (other than pursuant to a leave approved by the Company). Participant's Continuous Service shall not be deemed to have terminated or been interrupted merely because of a change in the capacity in which Participant renders service to the Company or an Affiliate as an employee, a director or consultant or a change in the entity for which Participant renders such service; provided, that there is no interruption or termination of Participant's service with the Company or an Affiliate.

4.2 **Purchase Price and Payment.** The Repurchase Price of the Unvested Shares under this Section 4 is as specified in the Grant Notice and shall be paid by the Company by check upon demand by Participant following the Repurchase Event.

4.3 **Closing of the Repurchase.** The repurchase of the Unvested Shares will be recorded on the transfer books of the Company immediately following the Repurchase Event and Participant may demand and receive payment pursuant to Section 4.2 for the Unvested Shares at any time thereafter. Failure to timely remit the Repurchase Price to Participant shall not invalidate the Company's repurchase right as set forth in Section 4.1. Participant agrees to execute any documentation necessary to fully effectuate the transfer of the forfeited Unvested Shares to the Company following the Repurchase Event.

4.4 **Safekeeping of Unvested Shares.** All Unvested Shares and stock dividends thereon will be held in escrow by the Company. In the event Unvested Shares are forfeited pursuant to a Repurchase Event, the dividends and distributions on such Unvested Shares will likewise be forfeited to the Company. The Company will deliver Grant Shares that have vested pursuant to the Vesting Schedule to Participant within a reasonable period of time after such Grant Shares become vested.

4.5 **Assignment of Rights by the Company.** The Company may, in its sole discretion, assign its repurchase obligation with respect to any Unvested Shares to any one or more persons without notice to, or the prior consent of, Participant.

5. MISCELLANEOUS PROVISIONS

5.1 **Notices.** All notices or other communications pursuant to this Agreement shall be in writing and shall be deemed duly given if delivered personally or by courier service, or if mailed by certified mail, return receipt requested, prepaid and addressed to the Company's executive offices to the attention of the Company's Secretary, or if to Participant, to the address maintained by the personnel department, or such other address as such party shall have furnished to the other party in writing.

5.2 **Amendment and Modification.** This Agreement may be amended, modified, and supplemented only by written agreement of all of the parties hereto.

5.3 **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Participant without the prior written consent of the Company.

5.4 **Effect on Employment.** Nothing contained in this Agreement will be deemed to constitute an employment contract or confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any affiliated company or limit in any way the right of the Company or any affiliated company to terminate Participant's Continuous Service at any time, with or without cause.

5.5 **Governing Law.** Except as otherwise expressly provided for in Section 6, this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to the construction and enforcement of contracts wholly executed in Delaware by residents of Delaware and wholly performed in Delaware. Except as otherwise expressly provided for in Section 6, any action or proceeding brought by any party hereto shall be brought only in a state or federal court of competent jurisdiction located in the State of Delaware and all parties hereto hereby submit to the in personal jurisdiction of such court for purposes of any such action or procedure.

5.6 **Headings.** The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

5.7 **Entire Agreement.** Except as otherwise expressly provided for in Section 6, this Agreement, the Grant Notice and the Plan embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior written or oral communications or agreements all of which are merged herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein.

5.8 **No Waiver.** No waiver of any provision of this Agreement or any rights or obligations of any party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

5.9 **Severability of Provisions.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

5.10 **Counterparts.** This Agreement and the Grant Notice may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

6. AMENDMENTS TO EMPLOYMENT AGREEMENT

The parties hereto are also parties to the Employment Agreement. The parties desire, effective as of the Grant Date, to further modify the Employment Agreement to extend the Employment Period (as defined in the Employment Agreement) and provide for an additional payment to the Participant in connection with the expiration of the Employment Period.

Section 1 of the Employment Agreement is hereby amended by deleting the phrase “the earlier of (a) the Closing Date (as defined in that certain Agreement and Plan of Merger, dated as of February 12, 2018, among Nationstar Mortgage Holdings Inc., WMIH Corp., a Delaware corporation and Wand Merger Corporation (as it may be amended, the “Merger Agreement”)) or (b) the End Date (as defined in the Merger Agreement)” and replacing it with “on August 3, 2018”.

The first sentence of Section 4(d) of the Employment Agreement is hereby amended and restated in its entirety to read as follows: “If Executive’s employment shall be terminated by reason of the expiration of the Employment Period, then the Company will provide Executive with (i) the Accrued Obligations and (ii) a lump sum cash payment in an amount equal to \$27,855.15, payable on the date of the expiration of the Employment Period, in order for Executive to pay for continued health coverage and/or obtain health coverage under a private insurance policy.”

Except as expressly modified by the foregoing, all other terms, conditions and provisions of the Employment Agreement shall remain in full force and effect. These amendments are effected pursuant to Section 10(f) of the Employment Agreement. This Section 6 shall be governed by and construed in accordance with Section 10(d) of the Employment Agreement and any controversy or claim related to this Section 6 shall be conducted in accordance with Section 10(e) of the Employment Agreement.

Exhibit A

TAX TREATMENT OF YOUR RESTRICTED STOCK GRANT

The Grant Shares, if any, will be granted on the Grant Date. Restricted stock awards granted pursuant to the Plan are taxed in accordance with the rules of section 83 of the Internal Revenue Code. Each employee who receives a restricted stock award is urged to discuss the income tax consequences of the award with his or her income tax advisor. A very general explanation of the applicable rules follows.

The general tax rule is that you will recognize ordinary income equal to the fair market value of the Grant Shares when the restrictions lapse (i.e., when such shares become vested). However, you may accelerate your recognition of ordinary income to the tax year in which your Grant Date occurs (in this case 2018) by filing an election under section 83(b) of the Internal Revenue Code. The section 83(b) election must be filed no later than 30 days after the Grant Date. If you timely file the section 83(b) election, you will recognize as ordinary income the fair market value of the stock on the Grant Date. You will not recognize any further ordinary income when the restrictions on the award subsequently lapse.

When you sell your Grant Shares, the tax treatment will depend on whether you have timely made an election under section 83(b) of the Internal Revenue Code. Under current Federal tax law, if you have made such a timely election and you sell your stock after it is vested and at least 12 months from the Grant Date, any gain from the sale will be a long term capital gain. Any gain from a sale on or before this 12 month period will be a short-term capital gain. If you do not make a timely section 83(b) election, the holding period for long-term capital gain treatment on the sale of your stock begins on the date the restrictions on your Grant Shares lapse.

Unless you make the section 83(b) election, dividends on the Grant Shares will be taxed as ordinary income until such time as the restrictions lapse. If you make the section 83(b) election the dividends are taxable as dividends.

The Company is required by law to withhold Federal, state or local taxes on any ordinary income attributable to your Grant Shares. If you make a section 83(b) election, these taxes will be due and payable for the year in which the Grant Date occurs. If you do not make a section 83(b) election, these taxes will be due and payable for the year in which the restrictions on your Grant Shares lapse. Upon determination by the Company of the year in which taxes are due and the amount of taxes required to be withheld, you are liable to the Company for the amount of taxes that must be withheld. You may satisfy this obligation by the methods set forth in the Restricted Stock Agreement.

We must emphasize that if you want to make the section 83(b) election, which may be to your advantage if the stock rises in value, you must do so by filing a form with the Internal Revenue Service Center with which you file your federal income tax return no later than 30 days after the Grant Date. Even though you timely make the section 83(b) election, you may not sell the Grant Shares until the restrictions imposed on such stock lapse (i.e., the stock vests), and as otherwise provided in the Restricted Stock Grant Agreement. In addition, one copy of the election must be filed with the Company.

If you make a section 83(b) election, the election may not be revoked. In addition, if you file such an election and the stock is subsequently forfeited, you will not be entitled to a corresponding income tax deduction for the amount of income taxes that you paid as a result of making the section 83(b) election. You also will not be able to file for a refund of the income taxes.

We urge you to talk with your individual tax advisor concerning the tax consequences of your Grant Shares. The Company and its employees do not make any tax representations or recommendations. This general explanation is being provided simply to assist you in understanding the concepts before you meet with your individual advisor and shall not constitute any legal or tax advice.

[\(Back To Top\)](#)

Section 9: EX-10.6 (EX-10.6)

Exhibit 10.6

RESTRICTIVE COVENANT AGREEMENT

As provided for under that certain employment agreement by and between WMIH Corp. (the “**Company**”) and Thomas Fairfield (“**Executive**”), made as of May 15, 2015 (as amended, the “**Employment Agreement**”), upon the consummation of a Qualifying Acquisition (as defined in the Employment Agreement), and in consideration for the rights and benefits provided to Executive under the Employment Agreement, Executive agrees to abide by all of the terms and conditions of this restrictive covenant agreement (the “**Agreement**”). Executive acknowledges and agrees that this Agreement, and the terms and conditions herein, are material terms of Executive’s employment relationship with the Company, and that the Company would not have hired Executive and entered into the Employment Agreement but for Executive’s execution of, and compliance with, this Agreement.

1. Confidential Information.

(a) Executive acknowledges and agrees that Executive is bound by certain covenants not to disclose or use Confidential Information (as defined in the Employment Agreement) as provided for in the Employment Agreement.

(b) Notwithstanding anything in this Agreement or the Employment Agreement to the contrary, in accordance with the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), and other applicable law, nothing in this Agreement, the Employment Agreement, or any other agreement or policy shall prevent Executive from, or expose Executive to criminal or civil liability under federal or state trade secret law for, (i) directly or indirectly sharing any Company Entity’s (as defined below) trade secrets or other Confidential Information (except information protected by any Company Entity’s attorney-client or work product privilege) with an attorney or with any federal, state, or local government agencies, regulators, or officials, for the purpose of investigating or reporting a suspected violation of law, whether in response to a subpoena or otherwise, without notice to the Company Entities, or (ii) disclosing trade secrets in a complaint or other document filed in connection with a legal claim, provided that the filing is

made under seal. Further, nothing herein shall prevent Executive from discussing or disclosing information related to Executive's general job duties or responsibilities and/or regarding employee compensation. Executive also may disclose Confidential Information as required in response to a subpoena or other legal process, in accordance with the terms and procedures set forth in Paragraph 2, below.

(c) For purposes of this Agreement, (i) "**Affiliate**" means, with respect to any Person, all Persons controlling, controlled by, or under common control with such Person; (ii) "**Company Entities**" means, collectively, the Company and each and all of its Affiliates; (iii) "**Company Parties**" means, collectively, each and all of the Company Entities and each and all of their respective principals, members, officers, directors, employees, representatives, agents, partners, consultants, contractors, fiduciaries, representatives, and agents; and (iv) "**Person**" means any individual, partnership, joint venture, association, corporation, trust, estate, limited liability company, limited liability partnership, or any other legal entity.

2. Legal Process. Except as provided in Paragraph 1, above, Executive agrees that in the event Executive is served with a subpoena, document request, interrogatory, or any other legal process that will or may require Executive to disclose any Confidential Information, whether during Executive's employment or thereafter (regardless of whether Executive resigns or is terminated, or the reason for such resignation or termination), Executive will immediately notify an officer of the Company of such fact, in writing, and provide a copy of such subpoena, document request, interrogatory, or other legal process, unless such subpoena, document request, interrogatory, or other legal process (i) is from a court or governmental agency, and (ii) explicitly prohibits Executive from doing so.

3. Non-Competition. As a further material inducement for the Company to employ Executive under the Employment Agreement, Executive agrees that during the period commencing on the Effective Date (as defined in the Employment Agreement) and ending on the date that is twelve (12) months after the Date of Termination (as defined in the Employment Agreement) (such period, the "**Restricted Period**"), Executive shall not, without the express written consent of a duly authorized officer of the Company (which consent may be granted or withheld in any such officer's sole and absolute discretion), directly or indirectly: (a) advise or participate in the management of any Competing Business (as defined below); (b) act as a partner, member, or employee of any Competing Business; (c) act as a manager, advisor, or consultant to any Competing Business; (d) establish or organize (whether alone or with others) any Competing Business; or (e) be associated in any way with any Competing Business in any other relationship or capacity; provided, however, that nothing in this Agreement shall preclude Executive from investing Executive's personal assets in the securities of any Competing Business if such securities are (i) traded on a national stock exchange or on the over-the-counter market and if such investment does not result in Executive beneficially owning, at any time, more than five percent (5%) of the publicly-traded equity securities of such Competing Business, or (ii) not traded on a national stock exchange or on the over-the-counter market if such investment is as a passive investor and such investment does not result in Executive beneficially owning, at any time, more than five percent (5%) of any class of equity securities of such Competing Business. As used in this Agreement, "**Competing Business**" means the business of reinsuring mortgage insurance policies.

4. Non-Solicitation. Executive agrees that during the Restricted Period, Executive shall not, without the prior written consent of a duly authorized officer of the Company (which may be granted or withheld in any such officer's sole and absolute discretion), directly or indirectly, whether on behalf of or for the benefit of Executive or any other Person, whether as an employee, principal, partner, owner, officer, director, individual, member, consultant, contractor, volunteer, representative, agent, or in any other capacity whatsoever, and whether or not for compensation:

(a) (i) solicit, induce, or encourage the resignation or termination of, or attempt to solicit, induce, or encourage the resignation or termination of, any employee, contractor or consultant of the Company; (ii) interfere, or attempt to interfere, in any way with the relationship between the Company, on the one hand, and any of its employees, contractors or consultants on the other hand; or (iii) solicit, hire, recruit, employ, engage, or retain; or allow Executive's name to be used in connection with the solicitation, hiring, recruiting,

employing, engaging, or retention of, any Person who as of such date, or at any time during the twelve (12) months preceding such date, is or was an employee, contractor or consultant of the Company; or

(b) (i) (A) solicit any Person that is a customer or supplier of the Company or was a customer or supplier of the Company at any time during the twelve (12) months preceding such date (collectively, a “**Protected Client**”), or (B) accept, participate in accepting, or aid, assist, or direct anyone in procuring or accepting, any business from any Protected Client; or (ii) interfere with, diminish, appropriate, seize, solicit, divert, or usurp any business, commercial, investment, financial, strategic, or other opportunity of, or relating to, the Company, or any opportunity or project of which Executive became aware or on which Executive worked while employed by the Company or while affiliated with the Company (including as an employee, officer, director, manager, adviser, consultant, contractor, representative, agent or otherwise).

(c) Notwithstanding anything in clause (a) above to the contrary, Executive shall be permitted to solicit employees, consultants and contractors of the Company (i) with whom Executive had pre-existing business relationships as of the Effective Date or (ii) that regularly provide services to multiple clients.

5. Acknowledgement. Executive hereby acknowledges that the limitations set forth in Paragraphs 1 through 4 of this Agreement are fair and reasonable, and will not prevent Executive from earning a livelihood after Executive leaves the Company’s employ. Executive recognizes that these restrictions are appropriate based on the special and unique nature of the services Executive has rendered and will continue to render, the access to Confidential Information that Executive has enjoyed and will continue to enjoy, the access to Company clients that Executive has had and will continue to have as a result of Executive’s employment and position with the Company, and the risks that the Company will face absent such restrictions. Executive agrees that should Executive breach any of the provisions of Paragraph 3 or Paragraph 4, above, the running of the Restricted Period shall be tolled during the period of such breach.

6. Remedy for Breach. Executive agrees that Executive’s breach or threatened breach of any of the restrictions set forth in Paragraphs 1 through 4 of this Agreement will result in irreparable and continuing damage to the Company Parties for which there is no adequate remedy at law. Thus, in addition to the Company’s right to arbitrate disputes hereunder, the Company Parties shall be entitled to obtain emergency equitable relief, including a temporary restraining order and/or preliminary injunction, in aid of arbitration, from any state or federal court of competent jurisdiction, without first posting a bond, to restrain any such breach or threatened breach. Such relief shall be in addition to any and all other remedies, including the recovery of monetary damages, attorneys’ fees, and costs, available to the Company Parties against Executive for such breaches or threatened breaches. Upon the issuance (or denial) of an injunction, the underlying merits of any dispute will be resolved in accordance with the arbitration provisions of Section 10(e) of the Employment Agreement.

7. Arbitration. Except as provided in Paragraph 6 of this Agreement, the parties irrevocably and unconditionally agree that any past, present, or future dispute, controversy, or claim arising under or relating to this Agreement or the Employment Agreement; arising under any federal, state, local, or foreign statute, regulation, constitution, law, ordinance, or the common law (including any law prohibiting discrimination, harassment or retaliation); or arising in connection with Executive's employment or affiliation or the termination thereof; involving Executive, on the one hand, and any of the Company Parties, on the other hand, including both claims brought by Executive and claims brought against Executive, shall be submitted for resolution to binding arbitration as provided in Section 10(e) of the Employment Agreement.

8. Entire Agreement. This Agreement, together with the Employment Agreement, replaces and supersedes any and all previous or existing agreements, arrangements, or understandings, whether oral or written, between Executive and any Company Entity relating to the terms and conditions of Executive's relationship with the Company Entities. Executive specifically acknowledges and agrees that, notwithstanding any discussions or negotiations Executive may have had with any of the Company Parties prior to the execution of this Agreement, Executive is not relying on any promises or assurances other than those explicitly contained in this Agreement and the Employment Agreement. This Agreement and the Employment Agreement contain the entire agreement and understanding of the parties with respect to the matters set forth herein, and the terms and conditions of Executive's employment.

9. Amendments and Waivers. No provision of this Agreement may be amended modified, waived, or discharged except as agreed to in a writing signed by both Executive and a duly authorized officer of the Company. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

10. Headings/Drafting. The headings in this Agreement are included for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement shall be interpreted strictly in accordance with its terms, to the maximum extent permissible under governing law, and shall not be construed against or in favor of any party, regardless of which party drafted this Agreement or any provision hereof. For purposes of this Agreement, the connectives "and," "or," and "and/or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of a sentence or clause all subject matter that might otherwise be construed to be outside of its scope, and "including" shall be construed as "including without limitation."

11. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OR SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

12. **Severability/Modification.** If any provision of this Agreement is determined to be unenforceable as a matter of governing law, an arbitrator or reviewing court shall have the authority to “blue pencil” or otherwise modify such provision so as to render it enforceable while maintaining the parties’ original intent to the maximum extent possible. Each provision of this Agreement is severable from the other provisions hereof, and if one or more provisions hereof are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

13. **Survival.** Executive acknowledges and agrees that Executive’s confidentiality, non-disparagement, and other post-employment covenants set forth in the Employment Agreement, remain in full force and effect in accordance with their terms, and that Executive will comply with such covenants. Executive also acknowledges and agrees that the terms of this Agreement shall survive the termination of Executive’s employment with the Company.

14. **Third Party Beneficiaries.** Each and all of the Company Parties are intended to be, and are, third party beneficiaries of this Agreement and shall be entitled to enforce this Agreement in accordance with its terms.

15. **Assignment.** This Agreement may be assigned by the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such assigned party. Executive may not assign Executive’s rights and obligations under this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument. Facsimile, PDF, and other true and accurate copies of this Agreement shall have the same force and effect as originals hereof.

Agreed to and accepted
this 31st day of July 2018

/s/ Thomas Fairfield
Thomas Fairfield

[\(Back To Top\)](#)

Section 10: EX-99.1 (EX-99.1)

Exhibit 99.1

WMIH Corp.

WMIH Completes Merger with Nationstar Mortgage

SEATTLE, JULY 31, 2018 – WMIH Corp. (NASDAQ: WMIH) (“WMIH”) today announced that it has completed its acquisition of Nationstar Mortgage Holdings Inc. (“Nationstar”).

The combined company will offer both mortgage servicing and a fully integrated loan originations platform, supported by its Xome® business, which provides services spanning the real estate and mortgage markets. With more than three million customers, the combined company will offer customers a caring, transparent and seamless experience. As one of the largest mortgage servicers in the country, operating under its Mr. Cooper® brand, the company is uniquely positioned for growth in a highly addressable and extremely healthy housing market.

“We are pleased to complete this merger and begin our next phase of growth as an even stronger company, well-positioned to capitalize on the trends in the housing market and build on our leadership in the industry,” said Jay Bray, Chairman and Chief Executive Officer of the combined company. “Our company is moving forward with a strong financial foundation and a best-in-class integrated servicing and originations platform. We are excited about the opportunities ahead to expand our platform and create shareholder value by making homeownership simpler for millions of Americans.”

In connection with the closing of the merger, and pursuant to the merger agreement, William C. Gallagher, Diane B. Glossman, Michael J. Renoff and Michael L. Willingham have resigned from the WMIH board of directors, and the remaining directors of the WMIH board of directors, who are Christopher J. Harrington, Tagar C. Olson and Steven D. Scheiwe, have appointed Jay Bray, as Chairman, Roy A. Guthrie, as Lead Director, Robert H. Gidel Sr. and Michael D. Malone to the WMIH board of directors. Following such appointments, the WMIH board of directors appointed, among others, Jay Bray (President and Chief Executive Officer), Anthony Ebers (Executive Vice President and Chief Operating Officer), Amar Patel (Executive Vice President and Chief Financial Officer), Mike Rawls (Executive Vice President, Servicing) and Anthony Villani (Executive Vice President and General Counsel) as officers of the combined company.

The newly appointed directors and officers bring a wide variety of expertise, qualifications, attributes and skills to the governance of the combined company.

Timothy F. Jaeger (Senior Vice President), Charles “Chad” Smith (Executive Vice President and Assistant Secretary), Peter Struck (Senior Vice President) and Weijia “Vicky” Wu (Senior Vice President) will remain as officers of the combined company.

Following the close of the transaction, the combined company will continue to trade on NASDAQ under the ticker symbol “WMIH” in the near term. As a result of the merger, shares of Nationstar common stock will no longer be listed for trading on the New York Stock Exchange. WMIH expects to change its name to “Mr. Cooper Group Inc.” and its ticker symbol to “COOP”, and the combined company is evaluating other administrative and corporate actions, including a reverse stock split, which would require a shareholder vote. WMIH will provide updates on any such actions when appropriate.

About WMIH Corp.

WMIH Corp.'s (NASDAQ: WMIH), formerly known as Washington Mutual, Inc., operations consist primarily of Nationstar, which provides quality servicing, origination and transaction-based services related principally to single-family residences throughout the United States. Nationstar is a recognized leader in the mortgage industry with more than two decades of experience, and with its flagship brand, Mr. Cooper®, is one of the largest mortgage servicers in the country. A subsidiary of WMIH also operates a legacy reinsurance business in runoff mode. Additional information regarding WMIH may be found at www.wmih-corp.com.

Forward Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 including, but not limited to, WMIH's expectations or predictions of future financial or business performance or conditions. All statements other than statements of historical or current fact included in this press release 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. 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. Certain of these risks are identified and discussed in documents WMIH and Nationstar have filed or will file from time to time with the SEC. 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 WMIH believes 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 WMIH is not under any obligation, and expressly disclaims any obligation, to update, alter or otherwise revise any forward-looking statement, except as required by law. Readers should carefully review the statements set forth in the reports that WMIH and Nationstar have filed or will file from time to time with the SEC.

Contacts

Andrew Siegel / Aaron Palash
Joele Frank
212-355-4449

Or

Richard Delgado
(214) 687-4844
richard.delgado@mrcooper.com
[\(Back To Top\)](#)