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

# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**WASHINGTON, DC 20549**

# FORM 8-K

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

**Date of report (Date of earliest event reported): July 31, 2018**

# Nationstar Mortgage Holdings Inc.
**(Exact Name of Registrant as Specified in Charter)**

| **Delaware** | **001-35449** | **45-2156869** |
|---|---|---|
| **(State or Other Jurisdiction of Incorporation)** | **(Commission File Number)** | **(I.R.S. Employer Identification Number)** |

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

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

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

☐ 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 under the Securities Act (17 CFR 230.405) or Rule 12b-2 under the Exchange Act (17 CFR 240.12b-2).

Emerging growth company ☐

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

**Introductory Note.**

As previously disclosed in the Current Report on Form 8-K filed on February 13, 2018 with the U.S. Securities and Exchange Commission ("SEC") by Nationstar Mortgage Holdings Inc., a Delaware corporation ("Nationstar"), Nationstar entered into the Agreement and Plan of Merger (the "Merger Agreement") on February 12, 2018 with WMIH Corp., a Delaware corporation ("WMIH"), and Wand Merger Corporation, a Delaware corporation and a wholly owned subsidiary of WMIH ("Merger Sub"), providing for the merger of Merger Sub with and into Nationstar with Nationstar continuing as the surviving corporation and a wholly owned subsidiary of WMIH (the "Merger").

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

On July 31, 2018, upon the consummation of the Merger, Nationstar, certain subsidiaries of Nationstar (the "Subsidiary Guarantors") and Wells Fargo Bank, National Association (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.

On July 31, 2018, upon the consummation of the Merger, WMIH and 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.

In addition, in connection with the Merger, Nationstar entered into an Amendment to its Second Amended and Restated 2012 Incentive Compensation Plan (the "Plan") (the "2012 Plan Amendment") to reflect that awards under the Plan relate to shares of WMIH common stock and to adjust the number of shares that may be issued under the Plan and the number of shares subject to individual awards, in each case, by the exchange ratio set forth in the Merger Agreement.

The foregoing description of each of the Completion Date Supplemental Indenture, the 2021 Notes Supplemental Indenture and the 2022 Notes Supplemental Indenture is qualified in its entirety by reference to the full text of the Completion Date Supplemental Indenture, the 2021 Notes Supplemental Indenture and the 2022 Notes 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 this Current Report on Form 8-K and is incorporated by reference into this Item 1.01.

The 2012 Plan Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 1.01.

**Item 1.02 Termination of a Material Definitive Agreement.**

In connection with the Merger, on July 16, 2018, the Trustee, on behalf of the Existing Notes Issuers, provided notices of redemptions with respect to (x) all outstanding 9.625% Senior Notes due 2019 (the "2019 Notes"), issued by the Existing Notes Issuers pursuant to the Indenture, dated as of April 25, 2012 (as amended and supplemented, the "2019 Notes Indenture"), among the Existing Notes Issuers, the guarantors party thereto and the Trustee, and (y) all outstanding 7.875% Senior Notes due 2020 (the "2020 Notes"), issued by the Existing Notes Issuers pursuant to the Indenture, dated as of September 24, 2012 (as amended and supplemented, the "2020 Notes Indenture"), among the Existing Notes Issuers, the guarantors party thereto and the Trustee. The 2019 Notes and the 2020 Notes will be redeemed on August 15, 2018 (the "Redemption Date") at a redemption price (the "Redemption Price") of (A) in the case of the 2019 Notes, 100% of the principal amount thereof, and (B) in the case of the 2020 Notes, 101.969% of the principal amount thereof, in each case, plus accrued and unpaid interest to the Redemption Date. In addition, all of the outstanding 6.500% Senior Notes due 2018 (the "2018 Notes") issued by the Existing Notes Issuers pursuant to the Indenture, dated as of July 22, 2013 (as amended and supplemented, the "2018 Notes Indenture"), among the Existing Notes Issuers, the guarantors party thereto and the Trustee will become due and payable on August 1, 2018, the final maturity date of the 2018 Notes.

On July 31, 2018, Merger Sub deposited with the Trustee funds sufficient to pay (i) on August 1, 2018, all of the outstanding aggregate principal amount of the 2018 Notes and accrued and unpaid interest thereon to August 1, 2018 and (ii) on August 15, 2018, the Redemption Price of the 2020 Notes, and on the same date, the Existing Notes Issuers satisfied and discharged all of their and related guarantors' obligations under the 2018 Notes and the 2018 Notes Indenture and the 2020 Notes and the 2020 Notes Indenture, respectively. The Existing Notes Issuers expect to deposit, or cause to be deposited, funds sufficient to pay the Redemption Price of the 2019 Notes and satisfy and discharge all of their obligations and related guarantors' obligations under the 2019 Notes and the 2019 Notes Indenture on or prior to the Redemption Date.

**Item 2.01 Completion of Acquisition or Disposition of Assets.**

On July 31, 2018, pursuant to the Merger Agreement, Merger Sub was merged with and into Nationstar, with Nationstar continuing as the surviving corporation and a wholly owned subsidiary of WMIH following the Merger.

Pursuant to the terms of the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each share of Nationstar common stock, par value $0.01 per share (each, a "Share"), issued and outstanding immediately prior to the Effective Time (other than Shares owned, directly or indirectly, by Nationstar, WMIH or Merger Sub or by any Nationstar stockholder who properly exercises and perfects appraisal of his, her or its Shares under Delaware law) was converted into the right to receive, 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 (the consideration described in this clause (ii), the "Stock Election Consideration" and, together with the Cash Election Consideration, the "Merger Consideration"). Based on the preliminary election results previously announced by Nationstar and WMIH 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 SEC on June 1, 2018, as amended and supplemented from time to time, 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.

The foregoing description of the Merger and the Merger Agreement does not purport to be a complete description and is qualified in all respects by reference to the Merger Agreement, which was filed as Exhibit 2.1 to Nationstar's Current Report on Form 8-K filed with the SEC on February 13, 2018, and is incorporated by reference reference into this Item 2.01. The information set forth in the Introductory Note and Item 3.01 of this Current Report 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 is incorporated by reference into this Item 2.03.

**Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.**

In connection with the closing of the Merger, on July 31, 2018, Nationstar notified the New York Stock Exchange ("NYSE") of the consummation of the Merger, and all Shares, which traded under the symbol "NSM", were suspended from trading on NYSE prior to the opening of trading on July 31, 2018. Nationstar also requested that NYSE file a notification of removal from listing and registration on Form 25 to effect the delisting of the Shares from NYSE and the deregistration of the Shares under Section 12(b) of the Securities and Exchange Act of 1934 (the "Exchange Act") with the SEC.

In addition, on July 31, 2018, Nationstar notified NYSE of its intention to voluntary delist the 2022 Notes from NYSE. Taking into account, among other things, the significant legal, accounting, administrative and other direct and indirect costs associated with maintaining a listing on NYSE, the board of directors of Nationstar determined that following the closing of the Merger, it is in the best interests of Nationstar to delist the 2022 Notes from NYSE and to deregister the 2022 Notes from Section 12(b) of the Exchange Act as soon as practicable. Nationstar intends to file a Form 25 with the SEC to effect the delisting and deregistration of the 2022 Notes on August 13, 2018, and it is expected that the last day that the 2022 Notes will trade on the NYSE will be August 23, 2018. After the delisting and deregistration, holders of the 2022 Notes will continue to receive interest payments through the Trustee, and the 2022 Notes will continue to be traded over-the-counter. Nationstar has not made arrangements for the listing and/or registration of the 2022 Notes on another national securities exchange or quotation medium.

Nationstar intends to file with the SEC (A) certifications on Form 15 under the Exchange Act to request deregistration of the Shares under Section 12(g) of the Exchange Act and the suspension of Nationstar's reporting obligations under Sections 13 and 15(d) of the Exchange Act as soon as practicable on or following August 10, 2018; (B) certifications on Form 15 under the Exchange Act to request the suspension of Nationstar's reporting obligations under Sections 13 and 15(d) of the Exchange Act with respect to the 2022 Notes as soon as practicable on or following August 23, 2018; and (C) certifications on Form 15 under the Exchange Act to request the suspension of Nationstar's reporting obligations under Section 15(d) of the Exchange Act with respect to the 2018 Notes, the 2019 Notes, the 2020 Notes and the 2021 Notes as soon as practicable on or following July 31, 2018.

The information set forth in the Introductory Note and Item 2.01 of this Current Report is incorporated by reference into this Item 3.01.

**Item 3.03 Material Modification to Rights of Security Holders.**

As a result of the Merger, each issued and outstanding Share was cancelled and each holder of Shares ceased to have any rights as a stockholder of Nationstar other than the right to receive the Merger Consideration as set forth in the Merger Agreement.

The information set forth in the Introductory Note and Items 2.01, 3.01 and 5.03 of this Current Report is incorporated by reference into this Item 3.03.

**Item 5.01 Changes in Control of Registrant.**

On July 31, 2018, a change in control of Nationstar occurred when Merger Sub merged with and into Nationstar, with Nationstar surviving the Merger as a direct, wholly owned subsidiary of WMIH.

The information set forth in the Introductory Note and Items 2.01 and 5.02 of this Current Report is incorporated by reference into this Item 5.01.

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

*Departure of Directors*

In connection with the closing of the Merger and pursuant to the Merger Agreement, each of the directors of Nationstar resigned as of the Effective Time. The members of Nationstar's board of directors immediately prior to the Effective Time were: Jay Bray, Robert Gidel, Roy Guthrie, Brett Hawkins and Michael D. Malone.

*Election of Directors*

As of the Effective Time, the directors of Merger Sub immediately prior to Effective Time became the directors of Nationstar as a result of the Merger. The directors of Merger Sub immediately prior to the Effective Time were: Charles E. Smith and Thomas L. Fairfield. Immediately following the Effective Time, Charles E. Smith and Thomas L. Fairfield resigned from the board of directors of Nationstar. Following their resignation, WMIH, as the sole stockholder of Nationstar, appointed Jay Bray and Amar Patel as directors of Nationstar.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

Pursuant to the terms of the Merger Agreement, effective as of the Effective Time, the certificate of incorporation of Nationstar was amended and restated in its entirety and the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, became the bylaws of Nationstar as the surviving corporation in the Merger, except that all references to Merger Sub were replaced with the name of Nationstar.

Copies of the Nationstar's second amended and restated certificate of incorporation and amended and restated bylaws are filed as Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K and are incorporated by reference into this Item 5.03.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

| Exhibit Number | Description |
|---|---|
| 2.1 | Agreement and Plan of Merger, dated as of February 12, 2018, among Nationstar Mortgage Holdings, Inc., WMIH Corp. and Wand Merger Corporation (incorporated herein by reference to Exhibit 2.1 to Nationstar's Current Report on Form 8-K filed February 13, 2018) |
| 3.1 | Second Amended and Restated Certificate of Incorporation of Nationstar Mortgage Holdings Inc. |
| 3.2 | Amended and Restated Bylaws of Nationstar Mortgage Holdings Inc. |
| 4.1 | 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 |
| 4.2 | 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 |
| 4.3 | 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 |
| 10.1* | Amendment to the Nationstar Mortgage Holdings Inc. Second Amended and Restated 2012 Incentive Compensation Plan |

* Management Contract, 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.

Nationstar Mortgage Holdings Inc.

By: /s/ *Amar Patel*
Amar Patel
Chief Financial Officer

Date: July 31, 2018



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# Section 2: EX-3.1 (EX-3.1)

**Exhibit 3.1**

**SECOND AMENDED AND RESTATED**

**CERTIFICATE OF INCORPORATION**

**OF**

**NATIONSTAR MORTGAGE HOLDINGS INC.**

FIRST: The name of the corporation (which is hereinafter referred to as the "Corporation") is Nationstar Mortgage Holdings Inc.

SECOND: The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street, County of New Castle, Wilmington, DE 19801, and the name of the registered agent of the Corporation whose office address will be the same as the registered office is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL"), as from time to time amended.

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 1,000, all of which shares shall be Common Stock having a par value per share of $0.01.

FIFTH: In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in this certificate of incorporation, bylaws of the Corporation may be adopted, amended or repealed by a majority of the board of directors of the Corporation. Election of directors need not be by written ballot.

SIXTH: No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of his or her fiduciary duty as a director, except to the extent that such exemption from liability or limitation thereof is not permitted under the DGCL as currently in effect or as the same may hereafter be amended. Any amendment, repeal or modification of this ARTICLE SIXTH shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, repeal or modification. If the DGCL is amended after the filing of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.
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# Section 3: EX-3.2 (EX-3.2)

**Exhibit 3.2**

**NATIONSTAR MORTGAGE HOLDINGS INC.**

**AMENDED AND RESTATED BYLAWS**

**EFFECTIVE AS OF JULY 31, 2018**

**ARTICLE I**

**MEETINGS OF STOCKHOLDERS**

Section 1. Place of Meeting and Notice. Meetings of the stockholders of the Corporation shall be held at such place either within or without the State of Delaware as the Board of Directors may determine.

Section 2. Annual and Special Meetings. Annual meetings of stockholders shall be held, at a date, time and place fixed by the Board of Directors and stated in the notice of meeting, to elect a Board of Directors and to transact such other business as may properly come before the meeting. Special meetings of the stockholders may be called by the President for any purpose and shall be called by the President or Secretary if directed by the Board of Directors.

Section 3. Notice. Except as otherwise provided by law, at least 10 and not more than 60 days before each meeting of stockholders, written notice of the time, date and place of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each stockholder.

Section 4. Quorum. At any meeting of stockholders, the holders of record, present in person or by proxy, of a majority of the Corporation's issued and outstanding capital stock shall constitute a quorum for the transaction of business, except as otherwise provided by law. In the absence of a quorum, any officer entitled to preside at or to act as secretary of the meeting shall have power to adjourn the meeting from time to time until a quorum is present.

Section 5. Voting. Except as otherwise provided by law, all matters submitted to a meeting of stockholders shall be decided by affirmative vote of a majority of the Corporation's issued and outstanding capital stock present in person or by proxy.

## ARTICLE II

## DIRECTORS

Section 1. Number, Election and Removal of Directors. The number of Directors that shall constitute the Board of Directors shall not be less than one or more than fifteen. The first Board of Directors shall consist of two Directors. Thereafter, within the limits specified above, the number of Directors shall be determined by the Board of Directors or the stockholders. The Directors shall be elected by the stockholders at their annual meeting. Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by a majority of the Directors then in office, although less than a quorum, or by the sole remaining Director or by the stockholders. A Director may be removed with or without cause by the stockholders.

Section 2. Meetings. Regular meetings of the Board of Directors shall be held at such times and places as may from time to time be fixed by the Board of Directors or as may be specified in a notice of meeting. Special meetings of the Board of Directors may be held at any time upon the call of the President and shall be called by the President or Secretary if directed by the Board of Directors. Telegraphic, facsimile or written notice of each special meeting of the Board of Directors shall be sent to each Director not less than two hours before such meeting. A meeting of the Board of Directors may be held without notice immediately after the annual meeting of the stockholders. Notice need not be given of regular meetings of the Board of Directors.

Section 3. Quorum. One-third of the total number of authorized Director seats shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until such a quorum is present. Except as otherwise provided by law, the Certificate of Incorporation of the Corporation or these By-Laws, the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.

Section 4. Committees of Directors. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees, including, without limitation, an Executive Committee, to have and exercise such power and authority as the Board of Directors shall specify. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another Director to act as the absent or disqualified member.

## ARTICLE III

## OFFICERS

The officers of the Corporation shall consist of a President, Vice President, Treasurer and a Secretary, and such other additional officers with such titles as the Board of Directors shall determine, all of which shall be chosen by and shall serve at the pleasure of the Board of Directors. Such officers shall have the usual powers and shall perform all the usual duties incident to their respective offices. All officers shall be subject to the supervision and direction of the Board of Directors. The authority, duties or responsibilities of any officer of the Corporation may be suspended by the President with or without cause. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause.

**ARTICLE IV**

**INDEMNIFICATION**

Section 1. Nature of Indemnity. The Corporation shall, to the fullest extent permitted by law as it presently exists and may hereafter be amended, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (a "Proceeding"), whether civil, criminal, administrative or investigative, by reason of the fact that he or she (or a person for whom he or she is the legal representative) is or was a Director or officer of the Corporation, or, while a Director or officer of the Corporation, is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, and may indemnify any person who was or is a party or is threatened to be made a party to such a Proceeding by reason of the fact that he or she is or was an employee or agent of the Corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such Proceeding and any appeal therefrom, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful; except that in the case of a Proceeding by or in the right of the Corporation to procure a judgment in its favor (1) such indemnification shall be limited to expenses (including attorneys' fees) actually and reasonably incurred by such person in the defense or settlement of such Proceeding, and (2) no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper. Notwithstanding the foregoing, but subject to Article IV, Section 5 of these By-Laws, the Corporation shall not be obligated to indemnify a Director or officer of the Corporation in respect of a Proceeding (or part thereof) instituted by such Director or officer, unless such Proceeding (or part thereof) has been authorized in the specific case by the Board of Directors. The termination of any Proceeding by judgment, order settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Successful Defense. To the extent that a present or former Director or officer of the Corporation has been successful on the merits or otherwise in defense of any Proceeding referred to in Article IV, Section 1 hereof or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 3. Determination That Indemnification Is Proper. Any indemnification of a present or former Director or officer of the Corporation under Article IV, Section 1 hereof

(unless ordered by a court) shall be made by the Corporation unless a determination is made that indemnification of the present or former Director or officer is not proper in the circumstances because he or she has not met the applicable standard of conduct set forth in Article IV, Section 1 hereof. Any indemnification of a present or former employee or agent of the Corporation under Article IV, Section 1 hereof (unless ordered by a court) may be made by the Corporation upon a determination that indemnification of the present or former employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Article IV, Section 1 hereof. Any such determination shall be made, with respect to a person who is a Director or officer at the time of such determination, (1) by a majority vote of the Directors who are not parties to such Proceeding, even though less than a quorum, or (2) by a committee of such Directors designated by majority vote of such Directors, even though less than a quorum, or (3) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

Section 4. Advance Payment of Expenses. To the fullest extent not prohibited by law, expenses (including attorneys' fees) incurred by a current or former Director or officer in defending any civil, criminal, administrative or investigative Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding; provided, however, that such advancement of expenses shall, to the extent required by law, be made only upon receipt of an undertaking by or on behalf of such Director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article.

Section 5. Procedure for Indemnification of Directors and Officers. Any indemnification of a Director or officer of the Corporation under Article IV, Sections 1 and 2, or advance of costs, charges and expenses to a Director or officer under Article IV, Section 4 of these By-Laws, shall be made promptly, and in any event within thirty (30) days, upon the written request of the Director or officer. If a determination by the Corporation that the Director or officer is entitled to indemnification pursuant to this Article IV is required, and the Corporation fails to respond within thirty (30) days to a written request for indemnity, the Corporation shall be deemed to have approved such request. If the Corporation denies a written request for indemnity or advancement of expenses, in whole or in part, or if payment in full pursuant to such request is not made within thirty (30) days, the right to indemnification or advances as granted by this Article IV shall be enforceable by the Director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification or advancement, in whole or in part, in any such Proceeding shall also be indemnified by the Corporation. It shall be a defense to any such Proceeding (other than an action brought to enforce a claim for the advance of costs, charges and expenses under Article IV, Section 4 of these By-Laws where the required undertaking, if any, has been received by the Corporation) that the claimant has not met the standard of conduct set forth in Article IV, Section 1 of these By-Laws, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel, and its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Article IV, Section 1 of these By-Laws, nor the fact that there has been an actual determination by the Corporation (including its Board of Directors, its independent legal counsel, and its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 6. Survival; Preservation of Other Rights. The foregoing indemnification provisions shall be deemed to be a contract between the Corporation and each Director, officer, employee and agent who serves in any such capacity at any time while these provisions as well as the relevant provisions of the Delaware General Corporation Law are in effect and any repeal or modification thereof shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any Proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a "contract right" may not be modified retroactively without the consent of such Director, officer, employee or agent. The indemnification provided by this Article IV shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested Directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was or has agreed to become a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person or on such person's behalf in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article IV.

Section 8. Severability. If this Article IV or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Director or officer and may indemnify each employee or agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to a Proceeding, whether civil, criminal, administrative or investigative, including a Proceeding by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article IV that shall not have been invalidated and to the fullest extent permitted by applicable law.

## ARTICLE V

## GENERAL PROVISIONS

Section 1. Notices. Whenever any statute, the Certificate of Incorporation or these Bylaws require notice to be given to any Director or stockholder, such notice may be given in writing by mail, addressed to such Director or stockholder at his address as it appears in the records of the Corporation, with postage thereon prepaid. Such notice shall be deemed to have been given when it is deposited in the United States mail. Notice to Directors may also be given by telegram.

Section 2. Certificates. The shares of the Corporation shall be uncertificated, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be certificated shares. Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by duly authorized officers of the Corporation certifying the number of shares owned by such holder in the Corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by the Board of Directors.

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# Section 4: EX-4.1 (EX-4.1)

**Exhibit 4.1**

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").

**W I T N E S S E T H:**

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]*

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

**ISSUER:**

**NATIONSTAR MORTGAGE HOLDINGS INC.**

By: /s/ Amar Patel
Name: Amar Patel
Title: Executive Vice President and Chief Financial Officer

**GUARANTORS:**

**HARWOOD INSURANCE SERVICES, LLC**
**HARWOOD SERVICE COMPANY, LLC**
**HOMESELECT SETTLEMENT SOLUTIONS, LLC**
**NATIONSTAR 2009 EQUITY CORPORATION**
**NATIONSTAR MORTGAGE LLC**
**NATIONSTAR CAPITAL CORPORATION**
**NATIONSTAR SUB1 LLC**
**NATIONSTAR SUB2 LLC**
**VERIPRO SOLUTIONS INC.**

By: /s/ Amar Patel
Name: Amar Patel
Title: Executive Vice President and Chief Financial Officer

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**
as Trustee

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

*[Signature Page to Supplemental Indenture]*

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# Section 5: 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").

**W I T N E S S E T H**

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

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]*

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# Section 6: EX-4.3 (EX-4.3)

**Exhibit 4.3**

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").

**W I T N E S S E T H**

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

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]*

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# Section 7: EX-10.1 (EX-10.1)

Exhibit 10.1

**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.



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