

New Residential Investment Corp.
 Form 424B5
 April 10, 2015
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Filed Pursuant to Rule 424(b)(5)

Registration No. 333-196060

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price	Amount Of Registration Fee⁽²⁾
Common Stock, par value \$0.01 per share	57,500,000 ⁽¹⁾	\$15.25	\$876,875,000	\$101,892.88
Total				\$101,892.88

(1) Includes 7,500,000 shares of common stock, par value \$0.01 per share, that may be purchased by the underwriters upon exercise of the underwriters' option to purchase additional shares.

(2) Calculated in accordance with Rule 456(b) and 457(r) of the Securities Act of 1933, as amended.

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**Prospectus Supplement
(To Prospectus dated May 16, 2014)**

50,000,000 Shares

New Residential Investment Corp.

Common Stock

We are offering 21,713,020 shares of our common stock, \$0.01 par value per share, and Home Loan Servicing Solutions, Ltd. (the Selling Stockholder or HLSS) is offering 28,286,980 shares of our common stock, by this prospectus supplement and the accompanying prospectus.

Our common stock is listed on the New York Stock Exchange under the symbol NRZ. On April 6, 2015, the last reported sale price of our common stock was \$15.37 per share.

Investing in our common stock involves a high degree of risk. Before making a decision to invest in our common stock, you should read the discussion of material risks of investing in our common stock in Risk Factors on page S-19 of this prospectus supplement and the Risk Factors section of our Annual Report on Form 10-K for the year ended December 31, 2014, which has been filed with the Securities and Exchange Commission and is incorporated by reference in this prospectus supplement and the accompanying prospectus.

Neither the Securities and Exchange Commission nor any state or other securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

	Per Share	Total
Public offering price	\$ 15.25	\$ 762,500,000
Underwriting discounts and commissions payable by us ¹	\$ 0.2821	\$ 6,054,717
Proceeds to us, before expenses	\$ 14.9679	\$ 325,068,837
Underwriting discounts and commissions payable by Selling Stockholder	\$ 0.3050	\$ 8,627,529
Proceeds to the Selling Stockholder, before expenses	\$ 14.9450	\$ 422,748,916

⁽¹⁾ One of our officers has agreed to purchase 250,000 shares of our common stock from the underwriters in this offering at the public offering price, and the underwriters will not be entitled to any underwriting discounts and commissions in respect of such purchase.

The underwriters may also purchase up to an additional 7,500,000 shares of our common stock from us at the public offering price, less underwriting discounts and commissions payable by us, within 30 days from the date of this prospectus supplement. If the underwriters exercise the option to purchase additional shares of our common stock, the total public offering price will be \$876,875,000, the total underwriting discounts and commissions will be \$16,797,997 and the total proceeds to us, before expenses, will be \$437,328,087.

The underwriters are offering the shares of our common stock as set forth under **Underwriting**. Delivery of the shares of our common stock will be made on or about April 13, 2015.

Joint Book-Running Managers

Barclays	Citigroup	
	BofA Merrill Lynch	Credit Suisse

The date of this prospectus supplement is April 8, 2015.

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You should rely only on the information contained in this prospectus supplement and the accompanying prospectus, including the documents incorporated herein and therein by reference. We and the Selling Stockholder have not, and the underwriters have not, authorized anyone to provide you with additional or different information. We and the Selling Stockholder are offering to sell, and seeking offers to buy, shares of our common stock only in jurisdictions where offers and sales are permitted. The information contained or incorporated by reference in this prospectus supplement or the accompanying prospectus is accurate only as of the date of this prospectus supplement or the accompanying prospectus, as the case may be, regardless of the time of delivery of this prospectus supplement or of any sale of shares of our common stock.

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CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

This prospectus supplement, the accompanying prospectus and the documents incorporated and deemed incorporated herein and therein by reference contains certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, which statements involve substantial risks and uncertainties. Such forward-looking statements relate to, among other things, the operating performance of our investments, the stability of our earnings, our financing needs and the size and attractiveness of market opportunities. Forward-looking statements are generally identifiable by use of forward-looking terminology such as may, will, should, potential, intend, expect, endeavor, seek, anticipate, estimate, overestimate, underestimate, believe, could, continue or other similar words or expressions. Forward-looking statements are based on certain assumptions, discuss future expectations, describe future plans and strategies, contain projections of results of operations, liquidity or financial condition or state other forward-looking information. Our ability to predict results or the actual outcome of future plans or strategies is inherently uncertain. Although we believe that the expectations reflected in such forward-looking statements are based on reasonable assumptions, our actual results and performance could differ materially from those set forth in the forward-looking statements. These forward-looking statements involve risks, uncertainties and other factors that may cause our actual results in future periods to differ materially from forecasted results. Factors which could have a material adverse effect on our operations and future prospects include, but are not limited to:

unanticipated difficulties and/or expenditures relating to the Acquisition;

litigation relating to the Acquisition;

the impact of the Acquisition on each company's relationships with employees and third parties;

adverse developments involving HLSS or its affiliates or Ocwen Financial Corporation and its subsidiaries (collectively, Ocwen);

the inability to obtain, or delays in obtaining, cost savings and synergies from the Acquisition;

changes in global, national and local economic conditions, including, but not limited to, a prolonged economic slowdown and a downturn in the real estate market;

reductions in cash flows received from our investments;

the quality and size of the investment pipeline and our ability to take advantage of investment opportunities at attractive risk-adjusted prices;

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servicer advances may not be recoverable or may take longer to recover than we expect, which could cause us to fail to achieve our targeted return on our investment in servicer advances;

our ability to deploy capital accretively and the timing of such deployment;

our counterparty concentration and default risks in Nationstar, Springleaf, Ocwen and other third-parties;

a lack of liquidity surrounding our investments, which could impede our ability to vary our portfolio in an appropriate manner;

the impact that risks associated with subprime mortgage loans and consumer loans, as well as deficiencies in servicing and foreclosure practices, may have on the value of our excess mortgage servicing rights (Excess MSR_s), servicer advances, residential mortgage backed securities (RMBS) and loan portfolios;

the risks that default and recovery rates on our Excess MSR_s, servicer advances, real estate securities, residential mortgage loans and consumer loans deteriorate compared to our underwriting estimates;

changes in prepayment rates on the loans underlying certain of our assets, including, but not limited to, our Excess MSR_s;

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the risk that projected recapture rates on the loan pools underlying our Excess MSR and are not achieved;

the relationship between yield on assets which are paid off and yields on assets in which such monies can be reinvested;

the relative spreads between the yield on the assets we invest in and the cost of financing;

changes in economic conditions generally and the real estate and bond markets specifically;

adverse changes in the financing markets we access affecting our ability to finance our investments on attractive terms, or at all;

changing risk assessments by lenders that potentially lead to increased margin calls, not extending our repurchase agreements or other financings in accordance with their current terms or not entering into new financings with us;

changes in interest rates and/or credit spreads, as well as the success of any hedging strategy we may undertake in relation to such changes;

impairments in the value of the collateral underlying our investments and the relation of any such impairments to our judgments as to whether changes in the market value of our securities or loans are temporary or not and whether circumstances bearing on the value of such assets warrant changes in carrying values;

the availability and terms of capital for future investments;

competition within the finance and real estate industries;

the legislative/regulatory environment, including, but not limited to, the impact of the Dodd-Frank Act, U.S. government programs intended to stabilize the economy, the federal conservatorship of Fannie Mae and Freddie Mac and legislation that permits modification of the terms of loans;

our ability to maintain our qualification as a real estate investment trust (REIT) for U.S. federal income tax purposes and the potentially onerous consequences that any failure to maintain such qualification would have on us;

the ability to favorably resolve the alleged events of default under the Sixth Amended and Restated Indenture, dated as of January 17, 2014, by and among HLSS Servicer Advance Receivables Trust, Deutsche Bank National Trust Company, HLSS Holdings, LLC (HLSS Holdings), Ocwen Loan Servicing, LLC, Wells Fargo Securities, LLC and Credit Suisse AG, New York Branch;

our ability to maintain our exclusion from registration under the Investment Company Act of 1940, as amended (the Investment Company Act) and the fact that maintaining such exclusion imposes limits on our operations; and

other risks detailed from time to time below, particularly under the heading Risk Factors, and in our other reports filed with or furnished to the Securities and Exchange Commission (the SEC).

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. The factors noted above could cause our actual results to differ significantly from those contained in any forward-looking statement.

We encourage you to read this prospectus supplement and the accompanying prospectus, as well as the information that is incorporated by reference in this prospectus supplement and the accompanying prospectus, in their entirety. In evaluating forward-looking statements, you should consider discussion regarding risks and uncertainties under Risk Factors of this prospectus supplement and in our reports filed with the SEC. Readers are cautioned not to place undue reliance on any of these forward-looking statements, which reflect our management's views only as of the date of this prospectus supplement. We are under no duty to update any of the forward-looking statements after the date of this prospectus supplement to conform these statements to actual results.

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All references to we, our, us, the Company and New Residential in this prospectus supplement and the accompanying prospectus mean New Residential Investment Corp. and its consolidated subsidiaries, except where it is made clear that the term means only the parent company. All references in this prospectus supplement to HLSS or the Selling Stockholder mean Home Loan Servicing Solutions, Ltd. All references in this prospectus to the Acquisition mean the acquisition by us of the assets of HLSS, as described in the Acquisition of HLSS below.

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PROSPECTUS SUPPLEMENT SUMMARY

This summary highlights information contained elsewhere in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference. This summary does not contain all of the information you should consider before making a decision to invest in our common stock. You should read this entire prospectus supplement and the accompanying prospectus, including the documents incorporated by reference herein and therein, including our Current Report on Form 8-K filed on April 7, 2015 which includes historical financial information of HLSS and our pro forma financial information, carefully before making an investment decision, especially the risks of investing in our common stock discussed under Risk Factors herein and therein and our consolidated financial statements and notes to those consolidated financial statements incorporated by reference herein and therein.

NEW RESIDENTIAL INVESTMENT CORP.

General

New Residential is a publicly traded REIT primarily focused on opportunistically investing in, and actively managing, investments related to residential real estate. Our stock is traded on the New York Stock Exchange (NYSE) under the symbol NRZ. We are externally managed and advised by an affiliate of Fortress Investment Group LLC (our Manager) pursuant to a management agreement.

Our goal is to drive strong risk-adjusted returns primarily through investments in mortgage servicing related assets and other related opportunistic investments. We generally target assets that generate significant current cash flows and/or have the potential for meaningful capital appreciation. We aim to generate attractive returns for our stockholders without the excessive use of financial leverage.

We currently conduct our business through the following segments:

Servicing Related Assets

Excess MSR: We have acquired Excess MSRs on residential mortgage loans with an aggregate unpaid principal balance (UPB) as of December 31, 2014 of \$248.7 billion. As of December 31, 2014, the carrying value of our Excess MSRs was approximately \$748.6 million (and \$1,584.0 million as of December 31, 2014 after giving effect to the Acquisition), representing 9.2% of our total assets or 46.9% of our equity.

Servicer Advances: We have made investments in servicer advances, including the basic fee component of the related MSRs. Certain of these investments were made through a joint venture entity of which we are the managing member (the Buyer), and which we consolidate in our financial statements. As of December 31, 2014, the carrying value of our servicer advances, including the basic fee component of the related MSRs, was approximately \$3.3 billion (and \$9.2 billion as of December 31, 2014 after giving effect to the Acquisition), representing 40.4% of our total assets, or 6.3% of our equity, net of financing and interests held by third party investors in the Buyer.

Residential Securities and Loans

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Real Estate Securities: We acquire and manage a diversified portfolio of credit sensitive real estate securities, including Non-Agency and Agency RMBS. As of December 31, 2014, the carrying value of our real estate securities was approximately \$2.5 billion (\$1.7 billion for Agency RMBS and \$0.7 billion for Non-Agency RMBS), representing 30.4% of our total assets, or 12.5% of our equity, net of financing. In addition, we own call rights with respect to approximately 780 securitization entities which are collateralized by mortgage loans with a UPB of approximately \$95.3 billion.

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Real Estate Loans: We have acquired residential mortgage loans, including performing, non-performing, re-performing, reverse mortgage loans and Government National Mortgage Association (GNMA) buy-out (EBO) loans. As of December 31, 2014, the carrying value of our residential mortgage loans (including loans on which the borrower has defaulted and the lender has foreclosed on the underlying property) was \$1.2 billion, representing 15.3% of our total assets, or 18.0% of our equity, net of financing.

Other Investments

Consumer Loans: In April 2013, we acquired an interest in a pool of consumer loans, including unsecured and homeowner loans, held in an unconsolidated entity. In October 2014, we refinanced this entity and received a distribution in excess of our basis such that, as of December 31, 2014, the carrying value of our investment in consumer loans had been reduced to zero. We continue to own an interest in this entity, from which we expect to receive significant future cash flows.

In addition, as of December 31, 2014, we had cash and cash equivalents, restricted cash, derivative assets, and other assets of \$0.4 billion, representing 4.6% of our total assets, or 16.3% of our equity, net of dividends and other payables.

Acquisition of HLSS

Description of the Acquisition

Initial Merger Agreement

As previously disclosed, on February 22, 2015, we entered into an Agreement and Plan of Merger (the Initial Merger Agreement) with HLSS, and Hexagon Merger Sub, Ltd., a Cayman Islands exempted company and a wholly owned subsidiary of the Company (Merger Sub), as filed as Exhibit 2.1 to the Company s Current Report on Form 8-K filed with the SEC on February 24, 2015. As described in more detail below, on April 6, 2015, the parties terminated the Initial Merger Agreement pursuant to the Termination Agreement (as defined below) and simultaneously entered into the Acquisition Agreement (as defined below).

The Initial Merger Agreement provided that, upon the terms and subject to the conditions set forth therein, Merger Sub would have merged with and into HLSS, with HLSS continuing as the surviving company and a wholly owned subsidiary of the Company, and at the effective time of the merger, each ordinary share of HLSS issued and outstanding immediately prior to the effective time (except as otherwise set forth in the Initial Merger Agreement), would have been automatically converted into the right to receive \$18.25 in cash, without interest (the Initial Merger).

Conditions to the Consummation of the Initial Merger

Each party s obligation to consummate the Initial Merger was subject to various conditions, including, without limitation, the accuracy of the other party s representations and warranties, both as of the date of signing and closing. Among other representations and warranties to the Company, HLSS would have been required to represent as of the closing of the Initial Merger that it had filed all reports required to be filed with the SEC (including, for example, its Annual Report on Form 10-K for the year ended December 31, 2014 (the Annual Report)).

Each party s obligation to consummate the Initial Merger was also subject to the other party s compliance with its covenants and agreements contained in the Initial Merger Agreement. Among other covenants and agreements, HLSS agreed to provide notice to the Company within twenty-four (24) hours of becoming aware that HLSS was reasonably

likely to receive a going concern qualification from its auditors with respect to its

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then-most recent fiscal year (a Going Concern Qualification). The Initial Merger Agreement specified that, upon the receipt by HLSS of a Going Concern Qualification, the Company would have the right to immediately terminate the Initial Merger Agreement.

Events following the Entry into the Initial Merger Agreement

On March 3, 2015, HLSS filed a Form 12b-25 with the SEC, stating that HLSS required additional time to complete its Annual Report in order to complete an assessment of recent events related to HLSS's business and determine the impact on HLSS's financial statements and related disclosures. In this filing, HLSS also stated that it expected to file the Annual Report within the fifteen (15) day extension period under Rule 12b-25(b)(ii) of the Securities Exchange Act of 1934, as amended, or by March 17, 2015.

On March 18, 2015, HLSS filed a Current Report on Form 8-K with the SEC that disclosed that HLSS would need additional time to complete its Annual Report to prepare information relating to its ability to operate as a going concern. Also on March 18, 2015, The Nasdaq Stock Market LLC notified HLSS that it was no longer in compliance with Nasdaq Listing Rule 5250(c)(1) for continued listing because of the failure to timely file its Annual Report, and HLSS was given until May 18, 2015 to submit a plan to regain compliance.

While HLSS was preparing information relating to its ability to operate as a going concern, HLSS continued to work on a management plan that included the following elements:

Negotiating certain commitments from various lenders for replacement advance financing, though never consummated;

Selling its entire portfolio of re-performing loans for an immaterial gain and concurrently repaying the related borrowings in full;

Marketing its GNMA EBO loan portfolios and extending the maturity of the related borrowings to allow for continued marketing;

Working closely with its legal counsel to address BlueMountain's allegations of default (described below), which it believes are without merit, and any potential impact of such allegations on its advance financing facilities; and

Amending its senior secured term loan facility agreement to extend the deadline to furnish annual financial statements to April 10, 2015, to amend certain terms of cross default to its advance financing facilities and to permit an amendment to that certain Subservicing Agreement between HLSS Holdings and Ocwen Loan Servicing, LLC, dated as of October 1, 2012 (the Ocwen Subservicing Agreement).

HLSS also began discussing with the Company whether an alternative transaction could be structured, if needed, to alleviate concerns about HLSS's ability to operate as a going concern. HLSS also stated that the termination of the Initial Merger Agreement, in the absence of an alternative transaction, would increase the likelihood that it would receive a Going Concern Qualification. HLSS discussed with the Company the potential material adverse effects of

receiving a Going Concern Qualification, including an event of default under both HLSS's Senior Secured Term Loan Facility Agreement, dated as of June 27, 2013 (the Term Loan), and HLSS's mortgage loan repurchase facility, each of which would, independently, cause an event of default and amortization under HLSS's advance financing facilities. The Company and HLSS, together with their respective legal and financial advisors, began to analyze and discuss a number of alternative transactions that could potentially be consummated in lieu of the Initial Merger.

On March 20, 2015, HLSS entered into an amendment to the Term Loan in order to extend to April 10, 2015 the deadline thereunder for HLSS to furnish its annual financial statements, and to amend certain terms of the cross-default to HLSS's advance financing facilities. In addition, consent was granted thereunder to permit certain amendments to the Ocwen Subservicing Agreement.

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Throughout the period following HLSS's failure to timely file its Annual Report, HLSS and the Company, together with their respective advisors, engaged in extensive discussions and negotiations in an effort to find a mutually beneficial solution and in light of HLSS's ongoing consideration of its ability to continue as a going concern. On April 6, 2015, HLSS provided formal notice to the Company that it was reasonably likely to receive a Going Concern Qualification, unless the parties entered into an alternative transaction.

Based on the shared expectation of the Company and HLSS that HLSS could not satisfy the conditions to the consummation of the Initial Merger set forth in the Initial Merger Agreement, HLSS and the Company finalized the terms of an alternative transaction (described below). The alternative transaction enabled HLSS to file the Annual Report, including an unqualified opinion of its auditors, on April 6, 2015.

On April 6, 2015, with the approval of their respective Boards of Directors, New Residential and HLSS, together with certain of their respective subsidiaries, entered into the Termination Agreement (providing for the termination of the Initial Merger Agreement) and simultaneously entered into the Acquisition Agreement.

Termination Agreement

As described above, on April 6, 2015, simultaneously with the execution of the Acquisition Agreement (as described below), the Company, HLSS and Merger Sub entered into a Termination Agreement (the "Termination Agreement") to terminate (the "Termination") the Initial Merger Agreement.

As a result of the Termination, in accordance with the terms of the Termination Agreement, (i) the Initial Merger Agreement was terminated (including provisions of the Initial Merger Agreement that by their terms would have otherwise survived a termination thereof) and (ii) the Company and Merger Sub, on the one hand, and HLSS, on the other hand, mutually released the other from any liability with respect to claims related to the Initial Merger Agreement or the transactions contemplated thereby.

Acquisition Agreement

As described above, on April 6, 2015, the Company entered into a Share and Asset Purchase Agreement (the "Acquisition Agreement") with HLSS, HLSS Advances Acquisition Corp., a Delaware corporation and wholly owned subsidiary of the Company ("HLSS Advances"), and HLSS MSR-EBO Acquisition LLC, a Delaware limited liability company and wholly owned subsidiary of the Company (together with HLSS Advances, the "Buyers"). Pursuant to the Acquisition Agreement, the Buyers acquired from HLSS substantially all of the assets of HLSS (including all of the issued share capital of HLSS's first-tier subsidiaries) and assumed the liabilities of HLSS (together, the "Acquisition") with the exception of the Term Loan, which was paid off as described below, and the Retained Amount (as defined below). The aggregate consideration paid to HLSS (net of certain transaction expenses being reimbursed by HLSS), consisted of approximately \$1.007 billion in cash and 28,286,980 shares of the Company's common stock, par value \$0.01 per share (representing 19.9% of the number of shares outstanding immediately prior to issuance) ("Company Common Stock"), and was delivered to HLSS in a private placement (the "Share Transfer"). The closing of the Acquisition (the "Acquisition Closing") occurred simultaneously with the execution of the Acquisition Agreement. The Term Loan was paid off prior to closing the Acquisition.

The Acquisition Agreement includes certain customary post-closing covenants of the Company, the Buyers and HLSS. In addition, in connection with the Acquisition, the Board of Directors of HLSS also approved a wind down plan (the "Distribution and Liquidation Plan"), pursuant to which, as promptly as practicable after the date thereof, HLSS will endeavor to sell the shares of Company Common Stock received in the Acquisition and to distribute to HLSS shareholders the cash consideration from the Acquisition and the cash proceeds from the sale of shares of

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Company Common Stock; provided that under the terms of the Distribution and Liquidation Plan, HLSS will retain \$50,000,000 of cash (the Retained Amount) for wind down costs (one or more such distributions, collectively, the Distribution).

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Registration Rights Agreement

At the Acquisition Closing, the Company entered into a Registration Rights Agreement, dated as of April 6, 2015, with HLSS (the *Registration Rights Agreement*) providing HLSS with certain customary demand and piggyback registration rights in respect of Company Common Stock. Pursuant to the Registration Rights Agreement, HLSS may (i) during the period from the earlier of (x) the closing of the first underwritten offering of Company Common Stock following the Acquisition Closing, and (y) 10 business days after the Acquisition Closing, until the second anniversary of the Acquisition Closing, exercise up to two demands that the Company register under the Securities Act of 1933, as amended (the *Securities Act*), shares of Company Common Stock held by HLSS and (ii) cause the Company to include shares of Company Common Stock held by HLSS in certain public offerings of securities initiated by the Company or other stockholders of the Company, in each case subject to certain limitations and exceptions and customary provisions relating to indemnification and expenses.

Services Agreement

At the Acquisition Closing, HLSS Advances entered into a Services Agreement, dated as of April 6, 2015, with HLSS (the *Services Agreement*). Pursuant to the Services Agreement, HLSS Advances has agreed to manage the assets and affairs of HLSS in accordance with terms and conditions set forth therein and, in all cases, in accordance with the Distribution and Liquidation Plan. The Services Agreement provides that HLSS Advances will be responsible for the operations of HLSS and will perform (or cause to be performed) such services and activities relating to the assets and operations of HLSS as may be appropriate, including, among other things, administering the Distribution and Liquidation Plan and handling all claims, disputes or controversies in which HLSS is a party or may otherwise be involved. HLSS Advances will not be compensated by HLSS for its services under the Services Agreement but will be reimbursed by HLSS for expenses incurred on behalf of HLSS. The Services Agreement provides for an initial one-year term and, unless terminated, will be deemed renewed automatically on each anniversary of the Acquisition Closing for successive one-year periods. HLSS Advances may elect not to renew the Services Agreement upon written notice at least 60 days prior to an anniversary date of the Services Agreement. HLSS may terminate the Services Agreement upon 30 days written notice to HLSS Advances in the event of any act of fraud, misappropriation of funds, or embezzlement against HLSS or other willful violation of the Services Agreement by HLSS Advances or in the event of any gross negligence on the part of HLSS Advances in the performance of its duties thereunder.

New Merger Agreement

At the Acquisition Closing, the Company and Merger Sub entered into an Agreement and Plan of Merger, dated April 6, 2015, with HLSS (the *New Merger Agreement*), pursuant to which, upon the terms and subject to the conditions set forth therein (including the approval of HLSS's shareholders), HLSS (which at the time of the New Merger (as defined below) will have previously sold substantially all of its assets and transferred all liabilities (with the exception of the Term Loan, which was paid off prior to closing the Acquisition) to the Buyers, and is expected to have distributed the proceeds (other than the Retained Amount) received from such sale to HLSS shareholders and substantially wound-down its operations) will merge with and into Merger Sub, with Merger Sub continuing as the surviving company and a wholly owned subsidiary of the Company (the *New Merger*).

Pursuant to the New Merger Agreement, and upon the terms and conditions set forth therein, at the effective time of the New Merger (the *Effective Time*), each ordinary share of HLSS, par value \$0.01 per share, issued and outstanding immediately prior to the Effective Time, (other than those shares of HLSS owned by the Company or any direct or indirect wholly-owned subsidiary of the Company and shares of HLSS as to which dissenters' rights have been properly exercised), will be automatically converted into the right to receive (i) \$0.704059 per share in cash, without interest, if all of the shares of Company Common Stock received in the Share Transfer have been sold by HLSS

pursuant to the Distribution and Liquidation Plan prior to the Effective Time, or (ii) (A) \$0.704059

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per share in cash, without interest, plus (B) 93.91% of the value of the shares of Company Common Stock received in the Share Transfer that have not been sold by HLSS pursuant to the Distribution and Liquidation Plan prior to the Effective Time, if all or a portion of such shares have not been sold by HLSS prior to the Effective Time, pro rata per each outstanding share of HLSS.

The New Merger Agreement contains certain customary representations and warranties made by each party, which in the case of HLSS are qualified by the confidential disclosures provided to the Company in connection with the New Merger Agreement, as well as matters included in HLSS's reports filed with the SEC prior to the date of the New Merger Agreement. The Company and HLSS have agreed to various covenants regarding the conduct of HLSS's business prior to the closing of the New Merger (the "New Merger Closing"), including covenants that HLSS shall not conduct any business except (i) as required by applicable law, (ii) as expressly required by the Distribution and Liquidation Plan consistent with the Services Agreement or (iii) as required to comply with its obligations pursuant to the Acquisition Agreement.

The New Merger does not require the approval of the Company's shareholders and is not conditioned on the receipt of financing by the Company. However, consummation of the New Merger is subject to, among other things: (i) approval of the New Merger by the requisite vote of HLSS's shareholders (the "HLSS Shareholder Approval"), (ii) not more than 10% of HLSS's issued and outstanding shares properly exercise appraisal rights as of the time immediately before the New Merger Closing and (iii) certain other customary closing conditions. Moreover, each party's obligation to consummate the New Merger is subject to certain other conditions, including without limitation, (i) the accuracy of the other party's representations and warranties and (ii) the other party's compliance with its covenants and agreements contained in the New Merger Agreement (in each case subject to customary materiality qualifiers). In addition, the obligations of the Company and Merger Sub to consummate the New Merger are subject to the absence of any Company Material Adverse Effect (as defined in the New Merger Agreement).

The New Merger Agreement may be terminated by either party under certain circumstances, including, among others: (i) if the New Merger Closing has not occurred by the nine-month anniversary of the New Merger Agreement; (ii) if a court or other governmental entity has issued a final and non-appealable order prohibiting the New Merger Closing; (iii) if HLSS fails to obtain the HLSS Shareholder Approval; or (iv) upon a material uncured breach by the other party that would result in a failure of the conditions to the New Merger Closing to be satisfied.

Description of the Assets of HLSS

HLSS is a Cayman Islands exempted company focused on acquiring assets related to residential mortgages, including assets whereby HLSS and its wholly-owned subsidiaries, including HLSS Holdings, acquire (i) the rights to receive excess servicing fees and the basic fee component of the related mortgage servicing rights and the rights to obtain the necessary third-party consents and become the named servicer of the related servicing agreements (taken together, "Rights to MSRs") in exchange for assuming the obligation to buy servicer advances and other consideration, (ii) whole loans held-for-investment and (iii) other residential mortgage-related assets (collectively, "Residential Mortgage Assets"). Pursuant to the Acquisition Agreement, we, through certain of our subsidiaries, acquired all of HLSS's investments, including all of the issued share capital of HLSS's first tier subsidiaries, on April 6, 2015. As of December 31, 2014, HLSS's asset base included Rights to MSRs with underlying UPB of \$160.8 billion, servicer advances of \$6.1 billion, and whole loans held-for-investment of \$815.7 million. Upon closing the Acquisition, HLSS Holdings became a wholly-owned subsidiary of NRZ.

HLSS and HLSS Holdings have relied on third-party residential mortgage loan servicers, such as Ocwen, to service the loans underlying their investments. As of December 31, 2014, all of HLSS's Rights to MSRs had been acquired from and are serviced by Ocwen, and HLSS's loans held-for-investment were serviced by Ocwen and

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PennyMac Loan Services, LLC (PennyMac). We expect that Ocwen and PennyMac will continue to act as servicers for the assets we acquired in the Acquisition. Upon transfer of beneficial ownership of the underlying mortgage servicing rights from Ocwen to HLSS Holdings, HLSS Holdings acquired the right but not the obligation to become the named servicer under the servicing agreements related to the Rights to MSR's acquired by HLSS and HLSS Holdings. HLSS Holdings would need to obtain various licenses and third-party approvals to become a named servicer of residential mortgages. HLSS Holdings has agreed with Ocwen not to become the named servicer in respect of any such servicing agreements until April 6, 2017, except in certain limited circumstances.

With respect to the Rights to MSR's, prior to the transfer of legal ownership of the underlying mortgage servicing rights (MSR's) to HLSS Holdings, Ocwen remains obligated to service the underlying residential mortgage loans and remit to us or HLSS Holdings the servicing fees collected each month (Ocwen retains certain ancillary income such as late charges, modification fees, etc.). In the event of transfer of legal ownership of any mortgage servicing rights to HLSS Holdings, Ocwen will sub-service the underlying mortgage loans on behalf of HLSS Holdings and we and HLSS Holdings will receive the servicing fees (excluding certain ancillary income).

As compensation for its servicing activities, Ocwen receives from HLSS Holdings a monthly base fee equal to 12% of such servicing fees collected each month. Ocwen also earns a monthly performance-based incentive fee that fluctuates based on collections and excess servicer advance reduction criteria with respect to the underlying mortgage loans. The method used to calculate the fees that HLSS Holdings is required to pay to Ocwen with respect to the Rights to MSR's is the same as the method used to calculate the fees that HLSS Holdings would pay to Ocwen under a subservicing agreement with respect to any mortgage servicing rights should HLSS Holdings subsequently directly acquire legal ownership of the mortgage servicing rights. As a result, the compensation to be paid to Ocwen would not vary based on whether Ocwen or HLSS Holdings holds legal title to the underlying mortgage servicing rights.

HLSS records the purchase price paid to Ocwen for the Rights to MSR's as Notes receivable Rights to MSR's. Interest income on such Notes receivable Rights to MSR's is the primary source of income on the assets HLSS and HLSS Holdings acquired from Ocwen. The retained fee negotiated with Ocwen on the Notes receivable Rights to MSR's we acquired ranges from 13.0 to 32.5 basis points in accordance with a pre-determined schedule set forth in the applicable Sale Supplement (as defined below).

Substantially all of the Rights to MSR's and related servicer advances we acquired relate to subprime and Alt-A mortgage loans. The prepayment rate on subprime and Alt-A mortgage loans has demonstrated little correlation with interest rates in recent years.

Servicer advances were HLSS's largest asset class and comprised 75.2% of its total assets as of December 31, 2014. Servicer advances are relatively low risk assets because they are generally reimbursed out of the proceeds from the underlying mortgage loans and are recoverable from the related loan and, in many cases, from proceeds from other loans in the same pool of serviced loans. Servicer advances relating to the Notes receivable Rights to MSR's were 3.81% of the UPB of the mortgage loans serviced as of December 31, 2014.

Notes receivable Rights to MSR's comprised 7.6% of HLSS's total assets as of December 31, 2014. Notes receivable Rights to MSR's are valued, in part, based on the expected life of the pool of mortgage loans underlying these assets.

HLSS's loans held-for-investment consisted of whole residential mortgage loans acquired from others and comprised 10.0% of HLSS's total assets at December 31, 2014. As of December 31, 2014, HLSS's loans held-for-investment were comprised of 58.5% GNMA EBO loans.

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GNMA EBO loans were recorded at the purchase price and carried at amortized cost, HLSS accrued interest income on these loans at the amount that they were guaranteed to receive under either the related purchase

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agreement or by the Federal Housing Administration (FHA). FHA guarantees 100% on the UPB and a portion of the interest receivable. In addition, HLSS's other assets included claims receivable from FHA of \$109.6 million as a result of its GNMA EBO loans. HLSS also received a portion of the GNMA incentives provided to its servicers for successful loan modifications that are re-securitized in a GNMA securitization.

Because servicer advances are non-interest bearing and the interest expense to finance servicer advances is one of the largest expenses related to the assets we acquired, the agreements with Ocwen provide for a reduction in the fees payable to Ocwen in any month if the advance ratio exceeds a predetermined level for that month. If we do not receive an amount equal to the retained fee in any given month, as expressed in terms of basis points of the average UPB of the mortgage loans serviced, a shortfall in the retained fee is created. Ocwen does not earn the full amount of its fees for any month that there is such a shortfall, or in any subsequent month, until we have recovered all shortfalls in the retained fee.

Description of the Purchase Agreement

HLSS and HLSS Holdings entered into a mortgage servicing rights purchase agreement with Ocwen (the Purchase Agreement), which remains in effect following the Acquisition. Pursuant to the Purchase Agreement, HLSS and HLSS Holdings purchased Rights to MSR's under private label securitization transactions, associated servicer advances and other related assets from Ocwen from time to time. The specific terms of any acquisition rights to mortgage servicing rights, associated servicer advances and related assets, are documented pursuant to separate sale supplements to the Purchase Agreement executed by the parties from time to time (each a Sale Supplement and together, the Sale Supplements). As of December 31, 2014, the unpaid principal balance of the mortgage loans in respect of the Rights to MSR's equaled \$160.8 billion. Ocwen has consented to HLSS's assignment of its rights and interests in connection with the Acquisition.

Because Ocwen is the servicer of the loans underlying the Rights to MSR's, as also described above, we will pay Ocwen a monthly base fee pursuant to the applicable sale supplement relating to the Rights to MSR's we acquired in the Acquisition equal to 12% of the servicing fees collected in any given month. This monthly base fee payable to Ocwen is expressed as a percentage of the servicing fees actually collected in any given month, which varies from month to month based on the level of collections of principal and interest for the mortgage loans serviced.

Ocwen also receives a performance-based incentive fee to the extent the servicing fee revenue that it collects for any given month exceeds the sum of the monthly base fee and the retained fee. The performance-based incentive fee payable in any month is reduced if the advance ratio exceeds a predetermined level for that month. If the advance ratio is exceeded in any month, any performance-based incentive fee payable for such month will be reduced by 1-month LIBOR plus 2.75% (or 275 basis points) per annum of the amount of any such excess servicer advances.

The specific terms of the fee arrangements with respect to each pool of mortgage loans may be documented pursuant to the Sale Supplements in each case having up to an eight year term (commencing on the date of the applicable sale supplement). If Ocwen and HLSS Holdings do not agree to revised fee arrangements at the end of such term, HLSS Holdings may direct Ocwen to transfer servicing to a third party, and HLSS Holdings and HLSS may keep any proceeds of such transfer.

The Purchase Agreement provides that HLSS Holdings will purchase from Ocwen servicer advances arising under specified servicing agreements as the servicer advances arise. The purchase price payable by HLSS Holdings for such servicer advances is equal to the outstanding balance thereof. As of December 31, 2014, the outstanding balance of servicer advances acquired from Ocwen equaled \$6.1 billion.

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In addition, the Purchase Agreement contemplates that HLSS Holdings may cause Ocwen to use commercially reasonable efforts to transfer servicing of the related mortgage loans to a third-party servicer upon the occurrence of various termination events. Certain termination events may have occurred under the Purchase Agreement because of downgrades in certain of Ocwen's servicer ratings. Neither Ocwen nor HLSS Holdings has taken any steps to cause the transfer of servicing in connection with such possible termination events.

The Purchase Agreement and Sale Supplements include various Ocwen warranties, representations and indemnifications relating to Ocwen's performance of its duties as servicer.

Description of Ocwen Amendment and Consent

Pursuant to an amendment to the Purchase Agreement executed in connection with the consummation of the Acquisition, such Purchase Agreement and the related Sale Supplements were amended, among other things, to (i) obtain Ocwen's consent to the assignment by HLSS of its interest under the Purchase Agreement and each sale supplement thereto, (ii) provide that HLSS Holdings will not direct the replacement of Ocwen Loan Servicing, LLC as servicer before April 6, 2017 except under the circumstances described in the amendment, (iii) extend the scheduled term of Ocwen Loan Servicing, LLC's servicing appointment under each sale supplement until the earlier of 8 years from the date of the related sale supplement and April 30, 2020 (subject to an agreement to commence negotiating in good faith for an extension of the contract term no later than six months prior to the end of the applicable term), and (iv) provide that Ocwen Loan Servicing, LLC will reimburse HLSS Holdings, subject to specified limits, in the event that HLSS Holdings incurs for certain increased financing costs resulting from a further S&P servicer rating downgrades of Ocwen Loan Servicing, LLC. In addition, pursuant to such amendment Ocwen Loan Servicing, LLC agreed to sell to us the economic beneficial rights to any right of optional termination or "clean-up call" of any trust related to any servicing agreement in respect of Rights to MSR's and to exercise such rights only at our direction.

In connection with a typical optional termination or clean-up call in respect of a residential mortgage servicing agreement, the exercising party (or its designee) will generally purchase all of the outstanding serviced mortgage loans at a purchase price equal to the sum of (i) outstanding balance of such serviced loans, (ii) the fair market value of any serviced real estate owned ("REO") properties, (iii) the outstanding related servicer advances and (iv) certain other costs and expenses. We agreed to pay to Ocwen Loan Servicing, LLC a fee in an amount equal to 0.50% of the outstanding balance of the performing mortgage loans purchased in connection with any such exercise and to pay costs and expenses of Ocwen Loan Servicing, LLC in connection with any such exercise. Optional termination or clean up call rights generally may not be exercised until the outstanding principal balance of serviced loans is reduced to a specified balance.

Description of the Subservicing Agreement

HLSS Holdings entered into a subservicing agreement with Ocwen, which remains in effect following the Acquisition (the "Subservicing Agreement"). Pursuant to the Subservicing Agreement, HLSS Holdings engaged Ocwen to act as the subservicer of the pools of residential mortgage loans underlying the Rights to MSR's that we acquired in the Acquisition if HLSS Holdings becomes the named servicer in respect of such loans. The specific terms of each subservicing arrangement with respect to each pool of mortgage loans may be documented pursuant to separate subservicing supplements to the Subservicing Agreement in each case having up to an eight year term.

HLSS Holdings has entered into separate subservicing supplements to the Subservicing Agreement with Ocwen pursuant to which Ocwen has agreed to act as subservicer of the mortgage loans underlying MSR's on the terms described below effective upon HLSS Holdings becoming the named servicer in respect of the related mortgage loans. As of December 31, 2014, HLSS Holdings has not become the named servicer in respect of any mortgage loans and

Ocwen remains obligated to service such mortgage loans.

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The method used to calculate the fees that are payable to Ocwen with respect to MSR's subserviced by Ocwen is the same as the method used to calculate the fees to Ocwen as servicer under the Purchase Agreement.

Description of the Ocwen Professional Services Agreement

HLSS Management, LLC (HLSS Management) (a subsidiary of HLSS acquired by us in the Acquisition) has a professional services agreement with Ocwen that enables HLSS to provide certain services to Ocwen and for Ocwen to provide certain services to HLSS Management which we expect to remain in effect following the Acquisition (the Professional Services Agreement). Services that will be provided by us under this agreement may include valuation and analysis of mortgage servicing rights, capital markets activities, advance financing management, treasury management, legal services and other similar services. Services provided by Ocwen under this agreement may include business strategy, legal, tax, licensing and regulatory compliance support services, risk management services and other similar services.

The services provided by the parties under this agreement are on an as-needed basis, and the fees represent actual costs incurred plus an additional markup of 15%.

Description of the Altisource Administrative Services Agreement

HLSS Management has an administrative services agreement with Altisource that enables Altisource to provide certain administrative services to HLSS Management, which we expect to remain in effect following the Acquisition (the Altisource Administrative Services Agreement). Services that will be provided to us under this agreement may include human resources administration (benefit plan design, recruiting, hiring and training and compliance support), legal and regulatory compliance support services, general business consulting, corporate services (facilities management, security and travel services), finance and accounting support services (financial analysis, financial reporting and tax services), risk management services, vendor management and other related services. The services Altisource may provide to us under this agreement will be on an as-needed basis, and the fees we pay Altisource will be based on the actual costs incurred by them plus an additional markup of 15%.

Description of the HLSS and HLSS Holdings Financing Arrangements

In connection with the Acquisition, NRZ assumed all of the obligations of HLSS (with the exception of the Term Loan which was paid off prior to closing the Acquisition), contingent and other corporate liabilities other than \$50 million related to post-closing liabilities.

HLSS has two servicer advance financing facilities, a master repurchase facility to finance EBO loans and a note facility to finance a note issued under the HSART facility.

Servicer Advance Financing Facilities

One servicer advance financing facility (the HSART facility) is a master trust financing facility with three series of outstanding variable funding notes and eight series of outstanding term notes. The aggregate outstanding principal balance of term notes is \$2,863,000,000. Subject to limitations on the outstanding note principal balance based on the amount of eligible collateral in the HSART facility, the aggregate principal balance that can be drawn on the variable funding notes issued under the HSART facility is equal to \$4,350,000,000. If there is not sufficient outstanding collateral to support the outstanding term notes under the HSART facility, collections on the collateral securing the HSART facility may be required to cash collateralize the term notes prior to the date on which the term notes may be repaid or redeemed.

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The variable funding notes issued under the HSART facility revolve until April 4, 2016 and will then become due and payable on the next payment date under the HSART facility unless extended. The outstanding term notes

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have differing terms and dates on which principal amounts are required to be paid. Those payment dates (the expected repayment dates) range from May 15, 2015 at the earliest (and then only for certain notes) to June 15, 2018 at the latest (and then only for certain notes).

The term notes are generally not permitted to be redeemed prior to their expected repayment dates unless an event of default, facility early amortization event or target amortization event applicable to those notes occurs. The variable funding notes are provided by Wells Fargo Bank, N.A., Credit Suisse and Barclays Bank PLC. The notes issued under the HSART facility can become due and payable prior to their related expected repayment dates and/or maturity dates if any event of default, target amortization event or facility early amortization event occurs. As of April 3, 2015, the outstanding obligations under the HSART facility equaled approximately \$4,649,349,953. The weighted average interest rate of the notes under the HSART facility as of April 3, 2015 was equal to 1.85827%.

The other servicer advance facility (the HSART II facility) is a bilateral financing facility provided by Barclays Bank PLC. Subject to limitations on the outstanding note principal balances based on the amount of eligible collateral in the HSART II facility, the aggregate maximum principal balance that can be drawn on the variable funding notes issued under the HSART II facility is equal to \$625,000,000. The variable funding notes issued under the HSART II facility revolve until December 3, 2015 and will then become due and payable on the next payment date under the HSART II facility unless extended. The notes issued under the HSART II facility can become due and payable prior to their related expected repayment dates and/or maturity dates if any event of default, target amortization event or facility early amortization event occurs. As of April 3, 2015, the outstanding obligations under the HSART II facility equaled approximately \$524,968,291.88. The weighted average interest rate of the notes under the HSART II facility as of April 3, 2015 was equal to 1.78331%.

Each of the HSART and HSART II facilities includes events of default, facility early amortization events and target amortization events, as applicable, including, without limitation, those related to the following matters: (i) payment default, (ii) covenant violation by HLSS Holdings and Ocwen Loan Servicing, LLC, (iii) insolvency of Ocwen Loan Servicing, LLC and HLSS Holdings, (iv) representation and warranty breaches by the transaction parties, (v) financial covenants with respect to NRZ and certain liquidity requirements with respect to Ocwen, (vi) cross-default with respect to HLSS, HLSS Holdings and Ocwen, (vii) material judgment default with respect to HLSS Holdings and Ocwen Loan Servicing, LLC, (viii) change of control with respect to Ocwen Loan Servicing, LLC and NRZ, (ix) failure of collateral coverage, (x) failure of certain tests related to collateral performance, (xi) downgrades of the related notes by the applicable note rating agency and (xii) defaults concerning the Investment Company Act. The occurrence of any of the foregoing may cause the related notes to become due and payable prior to the scheduled maturity date and otherwise materially and adversely affect liquidity. After the occurrence of one of the foregoing events, all collections on the related collateral are generally required to be applied to repay the notes and future draws on any variable funding notes are generally not permitted. In addition, upon the occurrence of an event of default, subject to the terms of the facility documents, the notes may be accelerated.

Draws on the variable funding notes issued pursuant to the HSART facility and the HSART II facility and access to excess collections on the collateral securing the related variable funding notes and term notes are subject to a variety of conditions, including accuracy of representations, compliance with the transaction agreements, absence of defaults and satisfactory collateral coverage.

Default interest in an amount equal to 3.00% per annum of the outstanding balance of the notes issued under the HSART and HSART II notes accrues after the occurrence of an event of default under the applicable facility. In addition, the interest rate on any note issued under the HSART and HSART II notes is increased by 1.00% per annum if the particular note is not repaid or redeemed by its expected repayment date. The issuer of the notes under the HSART facility and the HSART II facility is required to pay an unused fee on any undrawn committed amounts in

respect of any variable funding notes issued thereunder.

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The collateral securing the HSART and HSART II facilities consists of rights to reimbursement for servicer advances and certain deferred servicing fees in respect of mortgage loans for which HLSS Holdings has acquired Rights to MSRs from Ocwen Loan Servicing, LLC. The maximum amount that may be outstanding under the HSART and HSART II facilities is subject to a borrowing base which is determined based on advance rates for the particular types of collateral and concentration limits.

For each of the HSART facility and the HSART II facility, HLSS Holdings sells or contributes rights to payments for servicer advances and certain deferred servicing fees to a depositor entity (which is a wholly-owned subsidiary of HLSS Holdings) and the related depositor entity then sells or contributes such rights to payment to an issuer entity (which is a wholly-owned subsidiary of the depositor entity). The issuer entity then pledges such rights to payment to secure the payment of the related notes.

Each of the depositor entities and the issuer entities is structured as a bankruptcy remote special purpose entity and is the sole owner of its respective assets. Creditors of each of the depositor entities and the issuer entities (including the holders of the related notes) have no recourse to any assets or revenues of NRZ, HLSS or HLSS Holdings other than to the limited extent of NRZ's, HLSS's or HLSS Holdings's obligations with respect to various representations and warranties, covenants and indemnities under the related facility. These representations and warranties, covenants and indemnities include: (i) various representations and warranties as to the nature of the receivables and (ii) covenants to service and administer the collateral. Creditors of NRZ and HLSS do not have recourse to any assets or revenues of either of the issuer entities or the depositor entities.

EBO Facility

A subsidiary of HLSS acquired by us in connection with the Acquisition finances certain of its GNMA EBO loans under a master repurchase agreement (the EBO facility) with Barclays Bank PLC and/or affiliates of Barclays Bank PLC. The obligations thereunder will become due and payable on May 1, 2015 unless extended. As of April 3, 2015, the outstanding obligations under the master repurchase agreement equaled approximately \$486,827,627 and the weighted average interest rate thereunder was equal to 2.9529% per annum.

The EBO facility includes various events of default related to, among other things, the following matters: (i) payment default, (ii) covenant violations, (iii) insolvency of Ocwen Loan Servicing, LLC and NRZ, (iv) representation and warranty breaches, (v) financial covenants with respect to NRZ and certain liquidity requirements with respect to Ocwen, (vi) cross-default with respect to NRZ, (vii) judgment default with respect to NRZ, (viii) change of control with respect to NRZ, and (ix) failure of collateral coverage. The occurrence of any of the foregoing may cause the related notes to become due and payable prior to the scheduled maturity date and otherwise materially and adversely affect liquidity. After the occurrence of one of the foregoing events, all collections on the related collateral is generally required to be applied to repay the notes and future draws on any variable funding notes are generally not permitted. The amount that is permitted to be outstanding under the EBO facility is subject to the amount of eligible collateral pledged in the EBO facility. NRZ guarantees all the obligations under the EBO facility.

Note Facility

HLSS Holdings has entered into a financing arrangement with Credit Suisse for one of the notes issued under the HSART facility that is retained by HLSS Holdings. As of April 3, 2015, the outstanding obligations under such facility equaled approximately \$25,645,000 and the weighted average interest rate thereunder was equal to 1.32325%. NRZ guarantees all the obligations under this facility.

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1940 Act Exclusion

We treat our wholly-owned subsidiary that acquired substantially all of the assets of HLSS as an operating company because it is engaged primarily in the business of operating as a mortgage servicing company that, through its operating subsidiaries, is in the business of acquiring mortgage servicing rights and making associated servicing advances and engaging one or more high-quality residential mortgage loan servicers to service the mortgage loans underlying the mortgage servicing rights that it acquires.

Our Corporate Information

We were formed as NIC MSR LLC, a Delaware limited liability company, in September 2011 and were a wholly owned subsidiary of Newcastle Investment Corp. (Newcastle). We converted to a Delaware corporation and changed our name to New Residential Investment Corp. in December 2012. On May 15, 2013, we separated from Newcastle through the distribution of our shares of common stock to the stockholders of Newcastle and became a stand-alone publicly traded company. Our principal executive offices are located at 1345 Avenue of the Americas, New York, New York 10105, c/o New Residential Investment Corp. Our telephone number is 212-479-3150. Our web address is www.newresi.com. The information on or otherwise accessible through our web site does not constitute a part of this prospectus supplement or the accompanying prospectus and is not incorporated by reference into this prospectus supplement, accompanying prospectus or any other report or document we file with or furnish to the SEC.

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THE OFFERING

Common stock offered:

By us	21,713,020 shares (or 29,213,020 shares if the underwriters exercise their option to purchase additional shares of our common stock in full)
By the Selling Stockholder	28,286,980 shares
Common stock to be outstanding after the offering	191,434,905 shares (or 198,934,905 shares if the underwriters exercise their option to purchase additional shares of our common stock in full)
NYSE symbol	NRZ
Risk factors	Investing in our common stock involves certain risks, which are described under Risk Factors on page S-19 of this prospectus supplement and in our reports filed with the SEC.
Use of proceeds	We estimate that the net proceeds from our sale of common stock in this offering will be approximately \$324 million (or \$436 million if the underwriters exercise their option to purchase additional shares of our common stock in full), after deducting the underwriting discount and commissions and our expenses of this offering. We intend to use the net proceeds from our sale of common stock in this offering for general corporate purposes, including to make a variety of investments, which may include, but are not limited to, investments in Excess MSR, servicer advances, real estate securities and real estate related loans, or to repay indebtedness or other obligations. We will not receive any proceeds from the sale of common stock in this offering by the Selling Stockholder.

The number of shares of our common stock that will be outstanding after this offering is based on 169,721,885 shares of our common stock outstanding as of April 6, 2015, and excludes:

- (i) options relating to an aggregate of 11,345,985 shares of our common stock held by an affiliate of our Manager, including options relating to 2,828,698 shares of our common stock, representing 10% of the number of shares delivered to HLSS.
- (ii)

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options relating to an aggregate of 2,049,807 shares of our common stock assigned to employees of affiliates of our Manager,

(iii) options relating to an aggregate of 5,000 shares of our common stock held by our directors, and

(iv) options relating to 2,173,002 shares of our common stock at an exercise price per share equal to the public offering price, repres