UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): November 26, 2025

GUILD HOLDINGS COMPANY

(Exact name of Registrant as Specified in Its Charter)

Commission file number: 001-39645

Delaware **(State of Incorporation)**	**85-2453154** **(IRS Employer Identification No.)**
5887 Copley Drive **San Diego, California** **(Address of Principal Executive Offices)**	**92111** **(Zip Code)**

(858) 956-5130
(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))

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A common stock, $0.01 par value per share	**GHLD**	**The New York Stock Exchange**

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

Emerging growth company ¨

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

Introductory Note

This Current Report on Form 8-K is being filed in connection with the closing on November 28, 2025 (the "Closing Date") of the merger (the "Merger") of Gulf MSR Merger Sub Corporation ("Merger Sub"), a Delaware corporation and a wholly owned subsidiary of Gulf MSR HoldCo, LLC, a Delaware limited liability company ("Parent" and, together with Merger Sub, the "Parent Parties"), with and into Guild Holdings Company, a Delaware corporation (the "Company"), with the Company surviving as a wholly owned subsidiary of Parent, pursuant to the Agreement and Plan of Merger, dated as of June 17, 2025 (the "Merger Agreement"), by and among the Company, Parent, and Merger Sub.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On November 28, 2025, the Company completed its previously announced merger with Merger Sub pursuant to the Merger Agreement. On the Closing Date, Merger Sub merged with and into the Company, with the Company surviving as a wholly owned subsidiary of Parent.

Pursuant to the terms of the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each share of the Company's Class A common stock, par value $0.01 per share ("Class A Common Stock") and Class B common stock, par value $0.01 per share ("Class B Common Stock" and together with the Class A Common Stock, collectively, "Company Common Stock" and each share of Company Common Stock, a "Share"), other than Shares held by the Company or the Parent Parties, was converted into the right to receive $20.00 in cash, without interest (the "Per Share Consideration").

Pursuant to the terms and conditions of the Merger Agreement, at the Effective Time, (i) each outstanding restricted stock unit subject only to time-based vesting conditions (each, a "Company RSU Award") was cancelled and converted into the right to receive an amount in cash equal to (a) the total number of shares underlying such restricted stock unit award, multiplied by (b) the Per Share Consideration, less applicable taxes, and (ii) each outstanding restricted stock unit subject to performance vesting conditions (each, a "Company PSU Award") was cancelled in exchange for an amount in cash equal to (a) the number of shares underlying such performance stock unit award, (1) for any performance year or performance period that was incomplete or for which the applicable calculation date had not yet occurred, based on target level achievement of applicable performance goals, and (2) for any completed performance year, based on the determination and certification of the Company's board of directors (the "Board") prior to the Effective Time, in each case, multiplied by (b) the Per Share Consideration, less applicable taxes.

The foregoing description of the Merger and the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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

The information in the Introductory Note above and set forth under Item 2.01 of this Current Report on Form 8-K is incorporated in this Item 3.01 by reference.

In connection with the consummation of the Merger, the Company notified the New York Stock Exchange ("NYSE") of the completion of the Merger and requested that trading in the Class A Common Stock be suspended on the NYSE prior to the opening of trading on November 28, 2025. On November 28, 2025, the NYSE will file a notification of removal from listing and registration on Form 25 with the Securities and Exchange Commission (the "SEC") with respect to the Class A Common Stock to report the delisting of shares of Class A Common Stock from the NYSE, and to deregister the Class A Common Stock under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). As a result, shares of the Class A Common Stock will no longer be listed on the NYSE.

The Company intends to file with the SEC a certification and notice on Form 15 with respect to the Class A Common Stock, requesting that the duty of the Company to file reports under Section 13 of the Exchange Act with respect to the Class A Common Stock be terminated and the duty of the Company to file reports under Section 15(d) of the Exchange Act with respect to the Class A Common Stock be suspended.

Item 3.03. Material Modifications to Rights of Security Holders.

The information in the Introductory Note above and set forth under Items 2.01 and 3.01 of this Current Report on Form 8-K is incorporated in this Item 3.03 by reference.

In connection with the completion of the Merger and at the Effective Time, holders of the Company Common Stock, the Company RSU Awards, and the Company PSU Awards ceased to have any rights in connection with their holding of such securities (other than their right to receive the Per Share Consideration, or the applicable amount thereof, as described in Item 2.01 above) and accordingly, no longer have any interest in the Company's future earnings or growth.

Item 5.01. Changes in Control of Registrant.

The information in the Introductory Note above and set forth under Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

The aggregate consideration paid in connection with the Merger was approximately $1.244 billion. The purchase price was funded by equity financing from Bayview MSR Opportunity (U.S.) Master Fund, L.P.

As a result of the consummation of the Merger, a change of control of the Company occurred, and the Company became a wholly-owned subsidiary of Parent.

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

Pursuant to the Merger Agreement, at the Effective Time:

- each of Terry L. Schmidt, Patrick J. Duffy, Mary Ann McGarry, Gioia Messinger, Martha E. Marcon, Edward Bryant, Jr., and Michael C. Meyer resigned from the Board. These resignations were made in connection with the Merger and did not result from any disagreement with the Company on any matter relating to its operations, policies, or practices.

- Michael Lau, Brian E. Bomstein, Richard O'Brien, and Brett Evenson, each a director of Merger Sub immediately prior to the Merger, became the directors of the Company.

- all officers of the Company immediately prior to the Effective Time ceased to hold office. Following the Merger, Michael Lau became President & Chief Executive Officer of the Company and Brian E. Bomstein became Secretary.

Certain directors and officers of the Company immediately prior to the Merger continue to serve in their roles at Guild Mortgage Company LLC, the Company's wholly owned subsidiary ("Guild Mortgage"), including Terry L. Schmidt, David Neylan, Amber Kramer, and Bella Guerrero (as directors) and Mss. Schmidt and Kramer and Mr. Neylan, respectively, as Chief Executive Officer, Chief Financial Officer and President of Guild Mortgage.

The information set forth in the Introductory Note and in Items 2.01 and 5.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

Compensatory Arrangements of Certain Officers

As disclosed in the Company's Signing Form 8-K, dated as of June 18, 2025 (the "Signing 8-K"), certain members of senior management, including each of Terry L. Schmidt, David Neylan and Desiree A. Kramer (the "Executives") entered into employment agreements with the Guild Mortgage, subject to the terms disclosed in the Signing 8-K and continue to serve as Executives of Guild Mortgage.

The Board previously approved grants of retention bonuses to each of the Executives and certain other members of senior management (the "Retention Bonus Participants") pursuant to Retention Bonus Letter Agreements (the "Retention Bonus Letter Agreements"), and on November 26, 2025, the Executives entered into such Retention Bonus Letter Agreements which generally provide for a one-time retention bonus in an amount equal to each Retention Bonus Participants' base salary (the "Retention Bonus"), subject to each Retention Bonus Participants' continued employment with Guild Mortgage through the first anniversary of the Closing Date (such date, the "Anniversary Date"). 50% of the Retention Bonus (the "Closing Amount") will be paid to each Retention Bonus Participant within 30 days following the Closing Date and the remaining 50% will be paid within 30 days following the Anniversary Date. If a Retention Bonus Participants' employment is terminated by Guild Mortgage without Cause, or with respect to the Executives, with Good Reason (each, as defined in the applicable Retention Bonus Letter Agreement) by an Executive prior to the Anniversary Date, such Retention Bonus Participant will remain eligible to receive any unpaid portion of the Retention Bonus, subject to such Retention Bonus Participants' execution and non-revocation of a general release of claims. If a Retention Bonus Participant's employment with Guild Mortgage terminates for any other reason before the Anniversary Date, such Retention Bonus Participant will forfeit the right to any unpaid portion of the Retention Bonus, and in the event of a Retention Bonus Participant's termination of employment by Guild Mortgage for Cause or resignation from employment (without Good Reason, for the Executives), before the Anniversary Date, such Retention Bonus Participant will be required to repay the Closing Amount to Guild Mortgage (to the extent already paid). For purposes of this paragraph, the term "Executive" includes, in addition to the three Executives named in the preceding paragraph, one additional member of senior management.

The foregoing description of the Retention Bonus Letter Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Retention Bonus Letter Agreement filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

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

Pursuant to the terms of the Merger Agreement, at the Effective Time, the certificate of incorporation of the Company was amended and restated in its entirety as set forth in Exhibit 3.1.

In addition, at the Effective Time, the bylaws of Merger Sub as in effect immediately prior to the Effective Time became the amended and restated bylaws of the Company (except that all references in the bylaws of Merger Sub to its name were changed to instead refer to the name of the Company) as set forth in Exhibit 3.2.

Each of Exhibits 3.1 and 3.2 to this Current Report on Form 8-K is incorporated by reference herein.

Item 8.01. Other Events

On November 28, 2025, the Company issued a press release announcing the completion of the Merger. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are filed as part of this Current Report:

Exhibit No.	**Description of Filed Exhibit**
2.1	Agreement and Plan of Merger, dated as of June 17, 2025, by and among Guild Holdings Company, Gulf MSR HoldCo, LLC and Gulf MSR Merger Sub Corporation (incorporated by reference to Exhibit 2.1 of Guild Holdings Company's Current Report on Form 8-K filed on June 20, 2025)
3.1	Amended and Restated Certificate of Incorporation of Guild Holdings Company
3.2	Amended and Restated Bylaws of Guild Holdings Company
10.1	Form of Retention Bonus Letter Agreement
99.1	Press Release, dated November 28, 2025
104	Cover Page Interactive Data File (formatted as inline XBRL document)

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.

Guild Holdings Company
(Registrant)

Date: November 28, 2025

By: /s/ Michael Lau
Michael Lau
President & Chief Executive Officer

Exhibit 3.1

SECOND AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

GUILD HOLDINGS COMPANY

ARTICLE I.

The name of the Corporation is Guild Holdings Company.

ARTICLE II.

The name and address of the Corporation's registered office in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street in the City of Wilmington, County of New Castle, State of Delaware 19801. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III.

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the DGCL.

ARTICLE IV.

A. Definitions.

1) "**Transfer**" of a share of Class B Common Stock means, directly or indirectly, any sale, assignment, transfer, exchange, gift, bequest, pledge, hypothecation or other disposition or encumbrance of such share or any legal or beneficial interest in such share, in whole or in part, whether or not for value and whether voluntary or involuntary or by operation of law; *provided*, *however*, that the following shall not be considered a "Transfer": (i) the granting of a revocable proxy to officers or directors of the Corporation at the request of the Board of Directors in connection with actions to be taken at annual or special meetings of stockholders or in connection with any action by written consent of the stockholders solicited by the Board of Directors (to the extent action by written consent of stockholders is permitted under this Second Amended and Restated Certificate of Incorporation); (ii) entering into a voting trust, agreement or arrangement (with or without granting a proxy) solely with the Corporation or one or more of its stockholders that (x) is disclosed either in a filing filed with the U.S. Securities and Exchange Commission or in writing to the Secretary of the Corporation and (y) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner; (iii) entering into a customary voting or support agreement (with or without granting a proxy) in connection with any merger, consolidation or other business combination of the Corporation that is approved by the Board of Directors, whether effectuated through one transaction or series of related transactions (including a tender offer followed by a merger in which holders of Class A Common Stock (as hereinafter defined) receive the same consideration per share paid in the tender offer); or (iv) the pledge of shares of capital stock of the Corporation by a stockholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction so long as such stockholder continues to exercise sole voting control over such pledged shares unless any pledged shares are transferred to or registered in the name of the pledgee; *provided*, *however*, that a foreclosure on such shares or other similar action by the pledgee shall constitute a "Transfer"

B. The total number of shares of all classes of stock that the Corporation shall have authority to issue is 400,000,000 shares, consisting of: (i) 250,000,000 shares of Class A common stock, with the par value of $0.01 per share ("**Class A Common Stock**"); (ii) 100,000,000 shares of Class B common stock, with the par value of $0.01 per share ("**Class B Common Stock**" and, together with Class A Common Stock, the "**Common Stock**"); and (iii) 50,000,000 shares of preferred stock, with the par value of $0.01 per share (the "**Preferred Stock**").

C. Subject to the rights of the holders of any one or more series of the Preferred Stock then outstanding, the number of authorized shares of any class or series of Common Stock or the Preferred Stock may be increased or decreased, in each case by the affirmative vote of the holders of a majority of the combined voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the DGCL, and no vote of the holders of any class or series of the Common Stock or the Preferred Stock voting separately as a class will be required therefor. Notwithstanding the immediately preceding sentence, the number of authorized shares of any particular class or series may not be decreased below the number of shares of such class or series then outstanding, plus:

1) in the case of the Class A Common Stock, the number of shares of the Class A Common Stock issuable in connection with (i) the conversion of all shares of the Class B Common Stock (which such number shall be the sum of all shares of the Class B Common Stock issued and outstanding and the shares of the Class B Common Stock issuable in connection with the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for the Class B Common Stock) and (ii) the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for the Class A Common Stock; and

2) in the case of Class B Common Stock, the number of shares of Class B Common Stock issuable in connection with the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class B Common Stock.

A statement of the designations of each class and the powers, preferences and rights, and qualifications, limitations or restrictions thereof is as follows:

D. Common Stock.

1) Voting Rights.

(a) Each holder of Class A Common Stock will be entitled to one vote for each share of the Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, and each holder of Class B Common Stock will be entitled to ten votes for each share of Class B Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, except that, in each case, to the fullest extent permitted by law, holders of shares of each class of Common Stock, as such, will have no voting power with respect to, and will not be entitled to vote on, any amendment to this Second Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of any outstanding Preferred Stock if the holders of such Preferred Stock are entitled to vote as a separate class thereon under this Second Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or under the DGCL.

(b) (i) The holders of the outstanding shares of Class A Common Stock shall be entitled to vote separately upon any amendment to this Second Amended and Restated Certificate of Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of Class A Common Stock in a manner that is disproportionately adverse as compared to Class B Common Stock and (ii) the holders of the outstanding shares of Class B Common Stock shall be entitled to vote separately upon any amendment to this Second Amended and Restated Certificate of Incorporation (including by merger, consolidation, reorganization or similar event) that would alter or change the powers, preferences or special rights of Class B Common Stock in a manner that is disproportionately adverse as compared to Class A Common Stock, it being understood that any merger, consolidation or other business combination shall not be deemed an amendment hereof if such merger, consolidation or other business combination would be permitted by Section D(3) of this Article IV.

(c) Except as otherwise required in this Second Amended and Restated Certificate of Incorporation or by applicable law, the holders of Common Stock will vote together as a single class (or, if any holders of Preferred Stock are entitled to vote together with the holders of Common Stock, as a single class with the holders of Preferred Stock) on all matters.

2) Dividends; Stock Splits; Combinations.

(a) Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference senior to or the right to participate with the Common Stock with respect to the payment of dividends, dividends of cash or property may be declared and paid on the Common Stock out of the assets of the Corporation that are by law available therefor, at the times and in the amounts as the Board of Directors in its discretion may determine.

(b) Dividends of cash or property may not be declared or paid on the Class A Common Stock unless a dividend of the same amount and same type of cash or property (or combination thereof) is concurrently declared or paid on the Class B Common Stock. Dividends of cash or property may not be declared or paid on the Class B Common Stock unless a dividend of the same amount and same type of cash or property (or combination thereof) is concurrently declared or paid on the Class A Common Stock.

(c) In no event will any stock dividend, stock split, reverse stock split, combination of stock, reclassification or recapitalization be declared or made on any class of Common Stock (each, a "**Stock Adjustment**") unless a corresponding Stock Adjustment for all other classes of Common Stock not so adjusted at the time outstanding is made in the same proportion and the same manner. Stock dividends with respect to each class of Common Stock may only be paid with shares of stock of the same class of Common Stock.

(d) Notwithstanding anything to the contrary, if a dividend in the form of capital stock of a subsidiary of the Corporation is declared or paid on the Class A Common Stock and the Class B Common Stock, the relative per share voting rights of the capital stock of such subsidiary so distributed in respect of the Class A Common Stock and the Class B Common Stock shall be in the same proportion as the relative voting rights of a share of Class A Common Stock and a share of Class B Common Stock.

3) Except as expressly provided in this Article IV, the Common Stock shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters. Without limiting the generality of the foregoing, (i) in the event of a merger, consolidation or other business combination requiring the approval of the holders of the Corporation's capital stock entitled to vote thereon (whether or not the Corporation is the surviving entity), the holders of the Class A Common Stock shall have the right to receive, or the right to elect to receive, the same form of consideration, if any, as the holders of the Class B Common Stock and the holders of the Class B Common Stock shall have the right to receive, or the right to elect to receive, at least the same amount of consideration, if any, on a per share basis as the holders of the Class A Common Stock, and (ii) in the event of (a) any tender or exchange offer to acquire any shares of Common Stock by any third party pursuant to an agreement to which the Corporation is a party or (b) any tender or exchange offer by the Corporation to acquire any shares of Common Stock, pursuant to the terms of the applicable tender or exchange offer, the holders of the Class A Common Stock shall have the right to receive, or the right to elect to receive, the same form of consideration as the holders of the Class B Common Stock and the holders of the Class B Common Stock shall have the right to receive, or the right to elect to receive, at least the same amount of consideration on a per share basis as the holders of the Class A Common Stock; *provided* that, for the purposes of the foregoing clauses (i) and (ii) and notwithstanding the first sentence of this Section D(3) of this Article IV, in the event any such consideration includes securities, the consideration payable to holders of Class A Common Stock shall be deemed the same form of consideration and at least the same amount of consideration on a per share basis as the holders of Class B Common Stock on a per share basis if the only difference in the per share distribution to the holders of Class B Common Stock is that the securities distributed to such holders have not more than ten times the voting power of any securities distributed to the holder of a share of Class A Common Stock.

4) Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and of the preferential and other amounts, if any, to which the holders of Preferred Stock are entitled, if any, the holders of all outstanding shares of Common Stock will be entitled to receive, *pari passu*, an amount per share equal to the par value thereof, and thereafter the holders of all outstanding shares of Common Stock will be entitled to receive the remaining assets of the Corporation available for distribution ratably in proportion to the number of shares of Common Stock.

E. Preferred Stock. Shares of Preferred Stock may be issued from time to time in one or more series of any number of shares; *provided* that the aggregate number of shares issued and not retired of any and all such series shall not exceed the total number of shares of Preferred Stock hereinabove authorized, and with such powers, including voting powers, if any, and the designations, preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, all as shall hereafter be stated and expressed in the resolution or resolutions providing for the designation and issue of such shares of Preferred Stock from time to time adopted by the Board of Directors pursuant to authority to do so which is hereby expressly vested in the Board of Directors. The powers, including voting powers, if any, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. Each series of shares of Preferred Stock: (i) may have such voting rights or powers, full or limited, if any; (ii) may be subject to redemption at such time or times and at such prices, if any; (iii) may be entitled to receive dividends (which may be cumulative or non-cumulative) at such rate or rates, on such conditions and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or series of stock, if any; (iv) may have such rights upon the voluntary or involuntary liquidation, winding up or dissolution of, upon any distribution of the assets of, or in the event of any merger, sale or consolidation of, the Corporation, if any; (v) may be made convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation (or any other securities of the Corporation or any other person) at such price or prices or at such rates of exchange and with such adjustments, if any; (vi) may be entitled to the benefit of a sinking fund to be applied to the purchase or redemption of shares of such series in such amount or amounts, if any; (vii) may be entitled to the benefit of conditions and restrictions upon the creation of indebtedness of the Corporation or any subsidiary, upon the issue of any additional shares (including additional shares of such series or of any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Corporation or any subsidiary of, any outstanding shares of the Corporation, if any; (viii) may be subject to restrictions on transfer or registration of transfer, or on the amount of shares that may be owned by any person or group of persons; and (ix) may have such other relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof, if any; all as shall be stated in said resolution or resolutions of the Board of Directors providing for the designation and issue of such shares of Preferred Stock.

F. Optional Conversion of Class B Common Stock.

1) Each share of Class B Common Stock may be converted into one fully paid and non-assessable share of Class A Common Stock at any time at the option of the holder of such share of Class B Common Stock. In order to exercise the conversion privilege, the holder of any shares of Class B Common Stock to be converted shall deliver to the Corporation written or electronic notice that the holder elects to convert shares of Class B Common Stock to the extent specified in such notice and, if such shares are certificated, such holder shall present and surrender the certificate or certificates representing such shares during usual business hours at the principal executive offices of the Corporation or, if any agent for the registration or transfer of shares of Class B Common Stock has been duly appointed (the "**Class B Transfer Agent**"), at the office of the Class B Transfer Agent. If required by the Corporation, any certificate for shares of Class B Common Stock surrendered for conversion shall be accompanied by instruments of transfer, in form reasonably satisfactory to the Corporation and the Class B Transfer Agent, duly executed by the holder of such shares or such holder's duly authorized representative. As promptly as practicable after the receipt of such notice and the surrender of the certificate or certificates representing such shares of Class B Common Stock as aforesaid, and in any event within three days of the receipt of such notice and certificates, if such shares are certificated, the Corporation shall issue and deliver at such office to such holder, or on such holder's written order, a certificate or certificates for the number of full shares of Class A Common Stock issuable upon the conversion of such shares. To the extent such shares of Class B Common Stock as aforesaid are settled through the facilities of The Depository Trust Company or through the book entry facilities of the Class B Transfer Agent, the Corporation shall, upon such holder's written order, issue and deliver the number of full shares of Class A Common Stock, as applicable, issuable upon the conversion of such shares through the facilities of The Depository Trust Company to the account of the participant of The Depository Trust Company designated by such holder or through the book entry facilities of the Class B Transfer Agent. Each conversion of shares of Class B Common Stock shall be deemed to have been effected on (i) the date on which such notice shall have been received by the Corporation, or the Class B Transfer Agent, as applicable (subject to receipt by the Corporation, the Class B Transfer Agent, as applicable, within five business days thereafter of any required instruments of transfer as aforesaid), or (ii) such later date specified in or pursuant to such notice, and the person or persons in whose name or names any certificate or certificates for shares of Class A Common Stock shall be issuable upon such conversion as aforesaid shall be deemed to have become on said date the holder or holders of record of the shares represented thereby.

2) Notwithstanding anything in this Section F of Article IV to the contrary, any holder may withdraw or amend a notice of conversion, in whole or in part, prior to the effectiveness of the conversion, at any time prior to 5:00 p.m., Eastern time, on the business day immediately preceding the date of the conversion (or any such later time as may be required by applicable law) by delivery of a written or electronic notice of withdrawal to the Corporation or the Class B Transfer Agent, as applicable, specifying (i) if applicable, the certificate numbers of the withdrawn shares of Class B Common Stock, (ii) if any, the number of shares of Class B Common Stock as to which the notice of conversion remains in effect and (iii) if the holder so determines, a new conversion date or any other new or revised information permitted in a notice of conversion.

3) A notice of conversion may specify that the conversion is to be contingent (including as to timing) upon the consummation of a purchase by another person (whether in a tender or exchange offer, an underwritten offering or otherwise) of shares of the Class A Common Stock into which the Class B Common Stock is convertible, or contingent (including as to timing) upon the closing of an announced merger, consolidation or other transaction or event in which the Class A Common Stock would be exchanged or converted or become exchangeable for or convertible into cash or other securities or property.

G. Automatic Conversion of Class B Common Stock. Each outstanding share of Class B Common Stock will, automatically and without further action on the part of the Corporation or any holder of Class B Common Stock, convert into one fully paid and non-assessable share of Class A Common Stock immediately prior to any Transfer of such Class B Common Stock. Upon any conversion pursuant to this Section G of this Article IV, the certificate or certificates that represented immediately prior thereto the shares of Class B Common Stock that were so converted (if any), automatically and without further action, shall represent the same number of shares of Class A Common Stock without the need for surrender or exchange thereof. As promptly as practicable following a conversion pursuant to this Section G of this Article IV, the Corporation shall deliver or cause to be delivered to any holder whose shares of Class B Common Stock have been converted as a result of such conversion the number of shares of Class A Common Stock deliverable upon such conversion, as applicable, registered in the name of such holder. To the extent such shares are settled through the facilities of The Depository Trust Company or through the book entry facilities of the Class B Transfer Agent, the Corporation will, upon the written instruction of such holder, deliver the shares of Class A Common Stock deliverable to such holder, through the facilities of The Depository Trust Company, to the account of the participant of The Depository Trust Company designated by such holder or through the book entry facilities of the Class B Transfer Agent. Each share of Class B Common Stock that is converted pursuant to this Section G of this Article IV shall thereupon be retired by the Corporation and shall not be available for reissuance.

H. Unconverted Shares. If less than all of the shares of Class B Common Stock evidenced by a certificate or certificates surrendered to the Corporation are converted, the Corporation shall execute and deliver to, or upon the written order of, the holder of such certificate or certificates a new certificate or certificates evidencing the number of shares of Class B Common Stock which are not converted without charge to the holder.

I. No Conversion Rights of Class A Common Stock. The Class A Common Stock shall not have any conversion rights.

J. Reservation of Shares of Class A Common Stock for Conversion Right. The Corporation will at all times reserve and keep available out of its authorized and unissued shares of Class A Common Stock, solely for the purposes of conversions of Class B Common Stock, the number of shares of Class A Common Stock that are issuable if all the outstanding shares of Class B Common Stock and all the shares of Class B Common Stock issuable in connection with the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class B Common Stock were converted into Class A Common Stock. All the shares of Class A Common Stock that are issued upon conversion of such Class B Common Stock shall, upon issuance, be validly issued, fully paid and non-assessable.

K. Distributions with Respect to Converted Shares. No conversion pursuant to this Article IV shall impair the right of the converting stockholder to receive any dividends or other distributions payable on shares so converted in respect of a record date that occurs prior to the effective date for such conversion. For the avoidance of doubt, no converting stockholder shall be entitled to receive, in respect of a single record date, dividends or other distributions both on shares that are converted by such stockholder and on shares received by such stockholder in such conversion.

L. No Preemptive or Subscription Rights and No Redemption or Sinking Fund Provisions. Holders of the Common Stock will have no preemptive rights or other subscription rights, and there are no redemption or sinking fund provisions applicable to the Common Stock.

ARTICLE V.

Subject to the rights of the holders of any series of Preferred Stock with respect to such series of Preferred Stock, any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE VI.

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

B. The Board of Directors shall consist of that number of members as shall be fixed from time to time exclusively by resolution adopted by the affirmative vote of a majority of the total number of directors which the Corporation would have if there were no vacancies (the "**Whole Board**").

C. The Board of Directors shall be and is divided into three classes, as nearly equal in number as possible, designated: Class I, Class II and Class III. In case of any increase or decrease, from time to time, in the number of directors, the number of directors in each class shall be apportioned as nearly equal as possible. No decrease in the number of authorized directors shall shorten the term of any incumbent director. Each director shall serve for a term ending on the date of the third annual meeting following the annual meeting at which such director was elected; *provided* that each director initially appointed to Class I shall serve for a term expiring at the Corporation's annual meeting of stockholders held in 2021; each director initially appointed to Class II shall serve for a term expiring at the Corporation's annual meeting of stockholders held in 2022; and each director initially appointed to Class III shall serve for a term expiring at the Corporation's annual meeting of stockholders held in 2023; *provided*, *further*, that the term of each director shall continue until the election and qualification of his successor and be subject to his earlier death, resignation or removal.

D. Subject to applicable law and the rights of the holders of any series of Preferred Stock with respect to such series of Preferred Stock, and unless the Board of Directors otherwise determines, vacancies resulting from death, resignation, retirement, disqualification, removal from office or other cause, and newly created directorships resulting from any increase in the authorized number of directors, may be filled only by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, and directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been appointed expires and until such director's successor shall have been duly elected and qualified.

E. Subject to the rights of the holders of any series of Preferred Stock with respect to such series of Preferred Stock, any director, or the entire Board of Directors, may be removed from office, with or without cause, by the affirmative vote of at least a majority of the combined voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class.

F. In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Second Amended and Restated Certificate of Incorporation, and any By-Laws adopted by the stockholders; *provided*, *however*, that no By-Laws hereafter adopted by the stockholders shall invalidate any prior act of the directors that would have been valid if such By-Laws had not been adopted.

ARTICLE VII.

A. To the fullest extent permitted by the DGCL as the same exists or as may hereafter be amended, no director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL is amended hereafter to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent authorized by the DGCL, as so amended.

B. Neither any amendment nor repeal of any of the foregoing provisions of this Article VII, nor the adoption of any provision of this Second Amended and Restated Certificate of Incorporation inconsistent with this Article VII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

ARTICLE VIII.

A. The Corporation waives, to the maximum extent permitted by law, the application of the doctrine of corporate opportunity, or any other analogous doctrine, with respect to the Corporation, any non-employee directors or stockholders or any of their respective affiliates. Without limiting the foregoing, the Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation, its stockholders and any of their respective affiliates, in, or in being notified of or offered an opportunity to participate in, any Excluded Opportunity. An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries or (ii) any such director's affiliates, partners, or other representatives (each of the foregoing, a "**Covered Person**"), unless such matter, transaction or interest is expressly offered to such director solely in his or her capacity as a director of the Corporation. No Covered Person shall have any duty to communicate or offer an Excluded Opportunity to the Corporation or any of its affiliates or stockholders, and no Covered Person shall have any liability to the Corporation, any of its affiliates or stockholders for breach of any duty, as a director or otherwise, by reason of the fact that such Covered Person pursues or acquires an Excluded Opportunity, directs an Excluded Opportunity to another person or fails to present an Excluded Opportunity, or information regarding an Excluded Opportunity, to the Corporation or any of its affiliates or stockholders.

B. Any person or entity purchasing or otherwise acquiring or obtaining any interest in any capital stock of the Corporation shall be deemed to have notice and to have consented to the provisions of this Article VIII.

C. This Article VIII shall not limit any protections or defenses available to, or indemnification rights of, any non-employee director of the Corporation under this Second Amended and Restated Certificate of Incorporation or the Corporation's By-Laws (as either may be amended from time to time) or applicable law. The renunciation of any interest in or expectancy with respect to any corporate opportunity in this Article VIII shall not be deemed exclusive of or limit in any way any other renunciation of a corporate opportunity by the Corporation or the Board of Directors or protection to which any Covered Person may be or may become entitled under any statute, bylaw, resolution, agreement, vote of stockholders or disinterested directors or otherwise.

D. Neither the alteration, amendment, termination, expiration or repeal of this Article VIII nor the adoption of any provision inconsistent with this Article VIII shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring, or any cause of action that, but for this Article VIII, would accrue or arise, prior to such alteration, amendment, termination, expiration.

ARTICLE IX.

The Corporation reserves the right to amend, alter or repeal any provision contained in this Second Amended and Restated Certificate of Incorporation in any manner provided by the DGCL, and all rights conferred upon stockholders are granted subject to this reservation.

In furtherance and not in limitation of the powers conferred upon it by the laws of the State of Delaware, the Board of Directors shall have the power to adopt, amend, alter or repeal the Corporation's By-Laws, except as provided in the Corporation's By-Laws. The affirmative vote of at least a majority of the Whole Board shall be required to adopt, amend, alter or repeal the Corporation's By-Laws. The Corporation's By-Laws also may be adopted, amended, altered or repealed by the affirmative vote of the holders of a majority of the combined voting power of the outstanding shares of capital stock of the Corporation entitled to vote at an election of directors.

ARTICLE X.

Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for: (a) any derivative action or proceeding brought on behalf of the Corporation; (b) any action asserting a claim for or based on a breach of a fiduciary duty owed by any current or former director or officer or other employee of the Corporation to the Corporation or to the Corporation's stockholders, including a claim alleging the aiding and abetting of such a breach of fiduciary duty; (c) any action asserting a claim against the Corporation or any current or former director or officer or other employee of the Corporation arising pursuant to any provision of the DGCL or this Second Amended and Restated Certificate of Incorporation or the Corporation's By-Laws (as either may be amended from time to time); (d) any action asserting a claim related to or involving the Corporation that is governed by the internal affairs doctrine; or (e) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal court for the District of Delaware).

* * *

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Exhibit 3.2

AMENDED AND RESTATED BYLAWS

OF

GUILD HOLDINGS COMPANY

(hereinafter, the "Corporation")

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in Wilmington, New Castle County, Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II

MEETING 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 or requested in writing by the holders of not less than 50% of the capital stock of the Corporation. Each such stockholder request shall state the purpose of the proposed meeting.

Section 3. Notice. Except as otherwise provided by law, notice of an annual meeting or special meeting stating the place, date, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by the Corporation either personally or by mail or by other lawful means not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting.

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 voting common 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 vote of the holders of record, present in person or by proxy, of a majority of the Corporation's issued and outstanding voting common stock.

Section 6. Action by Consent. Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent shall be given by the holders of outstanding voting common stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous consent of the holders of the Corporation's issued and outstanding voting common stock shall be given to those stockholders who have not consented and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that consents given by a sufficient number of holders to take the action were delivered to the Corporation.

ARTICLE III

DIRECTORS

Section 1. Number, Election and Removal of Directors. The number of directors that shall constitute the Board of Directors shall be not less than one nor more than fifteen. The first Board of Directors shall consist of four directors: Michael Lau, Richard O'Brien, Brett Evenson and Brian E. Bomstein. Thereafter, within the limits specified above, the number of directors shall be determined by the Board of Directors or by 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, written, facsimile or other electronic means of notice of each special meeting of the Board of Directors shall be sent to each director not less than twenty-four 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. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 4. Quorum. The directors entitled to cast a majority of the votes of the whole Board of Directors 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, these bylaws or any contract or agreement to which the Corporation is a party, 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 5. 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/she or they constitute a quorum, may unanimously appoint another director to act at the meeting in place of any such absent or disqualified member.

Section 6. Action by Consent of Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the board or committee in accordance with applicable law.

ARTICLE IV

OFFICERS

The officers of the Corporation shall consist of one or more Presidents, a Secretary, a Treasurer, and such other additional officers with such titles as the Board of Directors shall determine, all of whom 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 V

INDEMNIFICATION

Section 1. Indemnification of Directors and Officers. The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative (a "Proceeding"), 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 any predecessor of the Corporation, or serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Article V Section 4, the Corporation shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized in the specific case by the Board.

Section 2. Indemnification of Others. The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to a Proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an employee or agent of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as an employee or agent at the request of the Corporation or any predecessor to the Corporation, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

Section 3. Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by any officer or director of the Corporation, and may pay the expenses incurred by any employee or agent of the Corporation, in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the person to repay all amounts advanced if it should be ultimately determined that the person is not entitled to be indemnified under this Article V or otherwise.

Section 4. Determination; Claim. If a claim for indemnification (following the final disposition of such Proceeding) or advancement of expenses under this Article V is not paid in full within twenty (20) days after a written claim therefor has been received by the Corporation the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

Section 5. Non-Exclusivity of Rights. The rights conferred on any person by this Article V shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was 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 enterprise or non-profit entity against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the Delaware General Corporation Law.

Section 7. Other Indemnification. The Corporation's obligation, if any, to indemnify or advance expenses to any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

Section 8. Continuation of Indemnification. The rights to indemnification and to prepayment of expenses provided by, or granted pursuant to, this Article V shall continue notwithstanding that the person has ceased to be a director or officer of the Corporation and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributees of such person.

Section 9. Amendment or Repeal. The provisions of this Article V shall constitute a contract between the Corporation, on the one hand, and, on the other hand, each individual who serves or has served as a director or officer of the Corporation (whether before or after the adoption of these Bylaws), in consideration of such person's performance of such services, and pursuant to this Article V the Corporation intends to be legally bound to each such current or former director or officer of the Corporation. With respect to current and former directors and officers of the Corporation, the rights conferred under this Article V are present contractual rights and such rights are fully vested, and shall be deemed to have vested fully, immediately upon adoption of theses Bylaws. With respect to any directors or officers of the Corporation who commence service following adoption of these Bylaws, the rights conferred under this provision shall be present contractual rights and such rights shall fully vest, and be deemed to have vested fully, immediately upon such director or officer commencing service as a director or officer of the Corporation. Any repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right or protection (i) hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification or (ii) under any agreement providing for indemnification or advancement of expenses to an officer or director of the Corporation in effect prior to the time of such repeal or modification.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Notices. Except as otherwise provided herein, 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 on 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 personally or by telegram, telecopier, telephone, electronic mail or other means of electronic transmission. Whenever any notice is required by law, the Certificate of Incorporation or these bylaws, to be given to any director or stockholder, a waiver thereof, given by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

ARTICLE VII

AMENDMENTS

Section 1. Amendments. These bylaws may be altered, amended or repealed, in whole or in part, or new bylaws may be adopted, by the majority vote of the entire Board of Directors.

Section 2. Entire Board of Directors. As used in this Article VII and in these bylaws generally, the term “entire Board of Directors” means the total number of the directors which the Corporation would have if there were no vacancies or newly created directorships.

Exhibit 10.1

[•]

Dear [•],

As you are aware, [•] (the "Company") has entered into an agreement and plan of merger to be acquired by Gulf MSR HoldCo, LLC (the "Transaction").

In recognition of your ongoing contributions and to encourage your continued employment through the post-Transaction transition, the Company is pleased to offer you a retention bonus subject to the terms and conditions of this letter agreement (this "Retention Bonus Letter").

1. Retention Bonus. Subject to your continued employment with the Company through the first anniversary of the closing of the Transaction (the "Anniversary Date"), you will earn a one-time retention bonus in the amount of $[•] (the "Retention Bonus"). The first 50% of the Retention Bonus (the "Closing Amount") will be paid to you within 30 days following closing of the Transaction, and the remaining 50% will be paid to you within 30 days following the Anniversary Date through the Company's regular payroll processes and subject to applicable tax withholdings.

2. Termination of Employment. If your employment is terminated by the Company without Cause (as defined below) [or you terminate your employment for Good Reason (as defined below)] prior to the Anniversary Date, you will remain eligible to receive any unpaid portion of the Retention Bonus, payable as soon as practicable, and in no case later than March 15 of the calendar year following such termination, subject to your execution and non-revocation of a general release of claims in a form provided by the Company and reasonably acceptable to you. If your employment terminates for any other reason before the Anniversary Date, you will forfeit any right to the Retention Bonus. If your employment is terminated by the Company for Cause or you terminate your employment [without Good Reason] after the Closing Amount is paid and prior to the Anniversary Date, you will be required to promptly repay the Closing Amount to the Company.

For purposes of this Retention Bonus Letter, "Cause" means, unless otherwise defined in your employment agreement with the Company, the occurrence of any of the following, as determined by the Board of Directors of the Company (or its designee) in good faith: (i) your theft, dishonesty or misconduct that causes material and adverse financial or reputational harm to the Company or any of its affiliates; (ii) your failure to abide by the code of conduct or other material written policies of the Company or any of its affiliates which have been delivered to you; (iii) your failure to perform any reasonable assigned duties or gross negligence or willful misconduct in the performance of your duties and responsibilities; (iv) any material breach by you of your employment agreement or any other material agreement between you and the Company or any of its affiliates, including, without limitation, the restrictive covenants set forth in your employment agreement; (v) your commission of, or a plea of guilty or nolo contendere to, a felony or any other crime involving financial impropriety with respect to funds of the Company or any of its affiliates or moral turpitude (or any other crime which would interfere with your service to the Company or any of its affiliates or which causes material and adverse financial or reputational harm to the Company or any of its affiliates); or (vi) your violation of any law regarding employment discrimination or sexual harassment/misconduct or any act which subjects the Company or any of its affiliates to material payment or material settlement of any claim on the basis of sex, age, race or other discrimination or harassment/sexual misconduct; provided, that none of the foregoing events shall constitute "Cause" if such event is cured, if susceptible to cure (as determined by the Board), by you within 30 days of your receipt of written notice thereof from the Company. If, within six months following your termination of employment other than for Cause, it is determined that your employment could have been terminated for Cause, your employment shall be deemed for purposes of this Retention Bonus Letter to have been terminated for Cause retroactively to the date the action or event giving rise to such Cause occurred.

[For purposes of this Retention Bonus Letter, "Good Reason" has the meaning set forth in your employment agreement with the Company.]

4. Section 409A Compliance. This Retention Bonus Letter is intended to comply with the requirements of Section 409A of the Code (including any amendments or successor provisions and any regulations and other administrative guidance thereunder, "Section 409A"). To the extent that any provision in this Retention Bonus Letter is ambiguous as to its compliance with Section 409A or to the extent any provision in this Retention Bonus Letter must be modified to comply with Section 409A (including, without limitation, Treasury Regulation 1.409A-3(c)), such provision will be read, or will be modified (with the mutual consent of the parties, which consent will not be unreasonably withheld), as the case may be, in such a manner so that all payments due under this Retention Bonus Letter will comply with Section 409A. For purposes of Section 409A, each payment made under this Retention Bonus Letter will be treated as a separate payment. In no event may you, directly or indirectly, designate the calendar year of payment.

5. No Right to Employment or Other Benefits. Nothing in this Retention Bonus Letter shall confer upon you the right to be retained in the employ or service of the Company in any capacity. Further, the Company may at any time terminate your employment, free from any liability under this Retention Bonus Letter, except as expressly set forth herein. Furthermore, the Retention Bonus is a one-time payment and does not entitle you to any future bonus, compensation, or other benefits other than the Retention Bonus.

6. Governing Law. This Retention Bonus Letter shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

7. Entire Agreement. This Retention Bonus Letter constitutes the entire agreement between you and the Company with respect to the Retention Bonus and supersedes all prior understandings, agreements or representations, whether written or oral, relating to any retention bonus in connection with the Transaction.

8. Termination of Offer. This Retention Bonus Letter will automatically terminate and be of no force or effect if the Transaction does not close by April 17, 2026, unless extended in writing by the Company.

Please indicate your acceptance of the terms of this letter by signing below and returning a copy to [•] no later than [•].

[*Signature page follows*.]

We greatly appreciate your ongoing dedication and look forward to your continued success at the Company.

Sincerely,

[•]

By: _____
Name:
Title:

Acknowledged and Agreed:

Signature: _____
Name: [•]

[*Signature Page to Retention Bonus Letter*]

Exhibit 99.1

November 28, 2025

Bayview Completes Acquisition of Guild Holdings Company

SAN DIEGO and CORAL GABLES. November 28, 2025 – Guild Holdings Company (NYSE: GHLD) ("GHLD"), Guild Mortgage Company ("Guild") and Bayview Asset Management, LLC ("Bayview") jointly announced today that Bayview MSR Opportunity (U.S.) Master Fund, L.P., a fund managed by Bayview (the "MSR Fund"), has completed its all-cash acquisition of GHLD. On June 18, 2025, GHLD announced that it had signed a definitive agreement under which a fund managed by Bayview would acquire all of the outstanding shares of GHLD's common stock for $20.00 per share in an all-cash transaction valued at approximately $1.3 billion in aggregate equity value. Shares of GHLD's publicly traded common stock ceased trading and were delisted from the NYSE in connection with the completion of the acquisition.

Guild will operate as a privately held independent entity of the MSR Fund which also owns Lakeview Loan Servicing, LLC, a leading mortgage servicer.

"Joining Bayview's platform strengthens Guild's commitment to grow our national brand, and it creates one of the strongest and most compelling mortgage origination and servicing ecosystems in the nation," said Terry Schmidt, CEO of Guild. "The Guild leadership team is excited to bring our expertise in distributed retail origination, retained servicing, and the customer-for-life business model to the MSR Fund. This relationship will further enhance our mission to deliver the promise of homeownership in communities across the country while fueling innovation and long-term growth."

About Guild Holdings Company
Guild Mortgage Company was founded in 1960 and is a nationally recognized independent mortgage lender providing residential mortgage products and local in-house origination and servicing. Guild employs a relationship-based loan sourcing strategy to execute on its mission of delivering the promise of home ownership in neighborhoods and communities across 49 states and the District of Columbia. Guild's highly trained loan professionals are experienced in government-sponsored programs such as FHA, VA, USDA, down payment assistance programs and other specialized loan programs. For more information visit https://www.guildmortgage.com/.

About Bayview Asset Management
Bayview is a global investment management firm with approximately $36.1 billion in assets under management as of September 30, 2025. The firm is focused on investments in residential, commercial, and consumer credit, including whole loans, asset backed securities, mortgage servicing rights, and other credit-related assets. For additional information, visit Bayview's website at https://www.bayview.com.

Investors:
investors@guildmortgage.net
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Forward-Looking Statements
This press release may contain certain "forward-looking statements" (including "forward-looking statements" within the meaning of the U.S. Private Securities Litigation Reform Act of 1995) with respect to the financial condition, results of operations and business of Guild and certain plans and objectives of the Board of Directors of Guild. All statements other than statements of historical or current facts included in this press release are forward-looking statements. Forward-looking statements often use words such as "anticipate", "target", "expect," "estimate," "intend," "plan," "goal," "believe," "will," "may," "should," "would," "could," or other words or terms of similar meaning. Such statements are based upon the company's current beliefs and expectations and are subject to significant risks and uncertainties. Actual results may vary materially from those set forth in the forward-looking statements.

Although the company believes the expectations contained in its forward-looking statements are reasonable, it can give no assurance that such expectations will prove correct. The company undertakes no obligation to correct or update any forward-looking statements, whether as a result of new information, future events or otherwise. Information on factors that may affect the business and financial results of the company can be found in the filings of the company made from time to time with the SEC. Unless indicated otherwise, the terms "Guild" and "company" each refers, collectively, to Guild and its subsidiaries.