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**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): April 17, 2015**

**OCWEN FINANCIAL CORPORATION**

**(Exact name of registrant as specified in its charter)**

**Florida**

**1-13219**

**65-0039856**

**(State or other jurisdiction of incorporation)**

**(Commission File Number)**

**(IRS Employer Identification No.)**

**1000 Abernathy Road NE, Suite 210  
Atlanta, Georgia 30328  
(Address of principal executive offices)**

**Registrant's telephone number, including area code: (561) 682-8000**

**Not applicable.  
(Former name or former address, if changed since last report)**

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

***Amendment to Senior Secured Term Loan Facility Agreement***

On April 17, 2015, Ocwen Loan Servicing, LLC, as borrower (the “Borrower”), Ocwen Financial Corporation (the “Company”) and certain subsidiaries of the Company, as guarantors, entered into Amendment No. 3 to Senior Secured Term Loan Facility Agreement (the “Amendment”) with the lenders party thereto and Barclays Bank PLC, as administrative agent and collateral agent, pursuant to which certain amendments were made to the Senior Secured Term Loan Facility Agreement, dated as of February 15, 2013, as amended by Amendment No. 1 to Senior Secured Term Loan Facility Agreement and Amendment No. 1 to Pledge and Security Agreement, dated as of September 23, 2013, as further amended by Amendment No. 2 to Senior Secured Term Loan Facility Agreement, dated as of March 2, 2015 (as so amended, the “SSTL”). Effective as of April 20, 2015, the Amendment, among other things:

- removes, with respect to the 2014 fiscal year, the requirement that the Company’s financial statements and the related audit report must be unqualified as to going concern; and
- extends the required time period for delivery of the 2014 audited financial statements to May 29, 2015.

This description of the Amendment is not complete and is qualified in its entirety by reference to the entire Amendment, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Certain lenders under the SSTL have other lending relationships with the Company and its subsidiaries. In addition certain lenders under the SSTL have in the past performed, and may in the future from time to time perform, investment banking, financial advisory, lending and/or commercial banking services for the Company and its subsidiaries, for which they have received, and may in the future receive, customary compensation and reimbursement of expenses.

**Item 7.01 Regulation FD Disclosure.**

On April 17, 2015, the Company issued a press release announcing that it had entered into the Amendment. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information contained under Item 7.01 in this Current Report, including Exhibit 99.1, is being furnished and, as a result, such information shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

***Special Note Regarding Forward-Looking Statements***

This Current Report on Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Forward-looking statements by their nature address matters that are, to different degrees, uncertain. Forward-looking statements involve a number of assumptions, risks and uncertainties that could cause actual results to differ materially.

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Important factors that could cause actual results to differ materially from those suggested by the forward-looking statements include, but are not limited to, the following: adverse effects on our business as a result of recent regulatory settlements; reactions to the announcement of such settlements by key counterparties; increased regulatory scrutiny and media attention, due to rumors or otherwise; uncertainty related to claims, litigation and investigations brought by government agencies and private parties regarding our servicing, foreclosure, modification and other practices; any adverse developments in existing legal proceedings or the initiation of new legal proceedings; our ability to effectively manage our regulatory and contractual compliance obligations; our ability to execute on our strategy to reduce the size of our Agency servicing portfolio; the adequacy of our financial resources, including our sources of liquidity and ability to fund and recover advances, repay borrowings and comply with debt covenants; our servicer and credit ratings as well as other actions from various rating agencies, including the impact of recent downgrades of our servicer and credit ratings; volatility in our stock price; the characteristics of our servicing portfolio, including prepayment speeds along with delinquency and advance rates; our ability to contain and reduce our operating costs; our ability to successfully modify delinquent loans, manage foreclosures and sell foreclosed properties; uncertainty related to legislation, regulations, regulatory agency actions, government programs and policies, industry initiatives and evolving best servicing practices; as well as other risks detailed in Ocwen's reports and filings with the SEC, including its annual report on Form 10-K/A for the year ended December 31, 2013 (filed with the SEC on August 18, 2014) and its quarterly report on Form 10-Q for the quarter ended September 30, 2014 (filed with the SEC on October 31, 2014). Anyone wishing to understand Ocwen's business should review its SEC filings. Ocwen's forward-looking statements speak only as of the date they are made and, except for our ongoing obligations under the U.S. federal securities laws, we undertake no obligation to update or revise forward-looking statements whether as a result of new information, future events or otherwise. Ocwen may post information that is important to investors on its website.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
10.1	Amendment No. 3 to Senior Secured Term Loan Facility Agreement, dated as of April 17, 2015, by and among Ocwen Loan Servicing, LLC, as borrower, Ocwen Financial Corporation, as parent, certain subsidiaries of Ocwen Financial Corporation, as subsidiary guarantors, the lender parties thereto, and Barclays Bank PLC, as administrative agent and collateral agent
99.1	Press release of Ocwen Financial Corporation dated April 17, 2015.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

OCWEN FINANCIAL CORPORATION  
(Registrant)

Date: April 20, 2015

By: /s/ Michael R. Bourque, Jr.  
Michael R. Bourque, Jr.  
Executive Vice President & Chief Financial Officer  
(On behalf of the Registrant and as its principal financial officer)

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### AMENDMENT NO. 3 TO SENIOR SECURED TERM LOAN FACILITY AGREEMENT

AMENDMENT NO. 3 TO SENIOR SECURED TERM LOAN FACILITY AGREEMENT, dated as of April 17, 2015 (this “**Amendment**”), is made with reference to that certain Senior Secured Term Loan Facility Agreement dated as of February 15, 2013 by and among Ocwen Loan Servicing, LLC, a Delaware limited liability company (the “**Borrower**”), Ocwen Financial Corporation, a Florida corporation (the “**Parent**”), certain subsidiaries of the Parent (the “**Subsidiary Guarantors**”), the Lenders party thereto, and Barclays Bank PLC, as Administrative Agent (in such capacity, the “**Administrative Agent**”) and Collateral Agent (in such capacity, the “**Collateral Agent**”) (as amended by Amendment No. 1 to Senior Secured Term Loan Facility Agreement and Amendment No. 1 to Pledge and Security Agreement, dated as of September 23, 2013, as further amended by Amendment No. 2 to Senior Secured Term Loan Facility Agreement, dated as of March 2, 2015, the “**Credit Agreement**”). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Credit Agreement.

### RECITALS

The Borrower has requested that the Required Lenders and the Administrative Agent agree to amend certain provisions of the Credit Agreement, in accordance with the requirements of Section 10.05 of the Credit Agreement, and the Required Lenders and the Administrative Agent are willing to so agree subject to the terms and conditions contained in this Amendment.

Subject to the terms and conditions set forth herein, on the Amendment No. 3 Effective Date (as defined below), each Lender delivering an executed signature page to this Amendment to the Administrative Agent at or prior to 5:00 p.m., New York City time, on April 17, 2015 (each a “**Consenting Lender**”) has consented to this Amendment and the amendments set forth herein.

Accordingly, in consideration of the Recitals and the covenants, conditions and agreements hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the Borrower, the Required Lenders and the Administrative Agent hereby agree as follows:

1. Amendments to the Credit Agreement.

(a) Section 1.01 of the Credit Agreement is hereby amended by adding the following definition in the appropriate alphabetical order:

“**Amendment No. 3 Effective Date**” means April 20, 2015.

(b) The definition of “**Consolidated Excess Cash Flow**” in Section 1.01 of the Credit Agreement is hereby amended by replacing the phrase “non-operating and” appearing in clause (ii)(a)(4) thereof with “non-operating and/or” and inserting the following at the end of clause (ii)(a)(4) thereof “(and, for the avoidance of doubt, the \$150,000,000 payment made to the New York Department of Financial Services in December 2014 is a non-recurring item for purposes of this clause (4))”.

(c) The definition of “**Consolidated Net Income**” in Section 1.01 of the Credit Agreement is hereby amended by replacing the phrase “non-operating and” appearing in clause (ii)(e) thereof with “non-operating and/or” and inserting the following at the end of clause (ii)(e) thereof “(and, for the avoidance of doubt, the \$150,000,000 payment made to the New York Department of Financial Services in December 2014 is a non-recurring item for purposes of this clause (e))”.

(d) Section 5.01(c) of the Credit Agreement is hereby amended by replacing the phrase “which report and/or the accompanying financial statements shall be unqualified as to going concern and scope of audit” appearing in clause (ii) thereof with “which report and/or the accompanying financial statements shall be, except for, with respect to going concern, the fiscal year ending on December 31, 2014, unqualified as to going concern and scope of audit”.

(e) Section 5.01(c) of the Credit Agreement is hereby further amended by replacing the proviso at the end of such Section with the following:

“; provided, however, that, for the fiscal year ending on December 31, 2014, any financial statements, reports or information required under this Section 5.01(c) may be delivered on or prior to May 29, 2015”.

(f) Each party hereto hereby acknowledges and agrees that if any delay in the filing by the Parent of its Annual Report on Form 10-K with the SEC with respect to the fiscal year ending on December 31, 2014 results in or causes any default or breach under the Credit Agreement or any other Loan Documents (other than any Event of Default under Section 8.01(e) of the Credit Agreement that continues for more than 5 days), no such breach or default shall constitute a Default or Event of Default under the Credit Agreement so long as the Parent files such Annual Report on or prior to May 29, 2015.

2. [Reserved].

3. Conditions. Section 1 of this Amendment shall become effective as of the Amendment No. 3 Effective Date (provided that the amendments in Sections 1(b) and 1(c) of this Amendment to the definitions of “Consolidated Excess Cash Flow” and “Consolidated Net Income” shall become effective as of December 31, 2014) when, and only when:

(a) the Administrative Agent (or its counsel) shall have received from the Required Lenders, the Borrower and the Loan Parties either (i) a counterpart of this Amendment signed on behalf of such Person or (ii) written evidence satisfactory to the Administrative Agent (which may include facsimile or pdf transmission of a signed signature page of this Amendment) that such Person has signed a counterpart of this Amendment;

(b) the Administrative Agent shall have received a certificate of an Authorized Officer of the Parent certifying that immediately before and after giving effect to this Amendment, (i) no Default or Event of Default shall have occurred and be continuing and (ii) the representations and warranties (x) of each Loan Party set forth in the Loan Documents and (y) in Section 4 of this Amendment, in each case, are true and correct in all material respects as of the Amendment No. 3 Effective Date (or in the case of Section 4.24 of the Credit Agreement with respect to Schedules 1.01(e)(A) and 1.01(e)(B), as of the date of the most recent delivery prior to the Amendment No. 3 Effective Date of updated Schedules 1.01(e)(A) and 1.01(e)(B) pursuant to Section 5.01(m) of the Credit Agreement); it being understood that, to the extent that any such representation and warranty specifically refers to an earlier date, it shall be true and correct in all material respects as of such earlier date and any such representation and warranty that is qualified as to “materiality,” “material adverse effect” or similar language shall be true and correct in all respects (after giving effect to any such qualification therein); and

(c) the Borrower shall have paid to the Administrative Agent (x) all fees in the amounts previously agreed in writing and in accordance with Section 6 below to be paid on the Amendment No. 3 Effective Date, (y) all costs and expenses of the Administrative Agent (including, without limitation the fees, charges and disbursements of Cahill Gordon & Reindel LLP, counsel for the Administrative Agent) and (z) for the ratable account of each Consenting Lender, an amount equal to 0.50% of the outstanding principal amount of such Consenting Lender's Loans on the Amendment No. 3 Effective Date.

The effectiveness of this Amendment (other than Sections 7, 8 and 9 hereof) is conditioned upon the accuracy of the representations and warranties set forth in Section 4 hereof.

4. Representations and Warranties. In order to induce the Lenders party hereto to enter into this Amendment, the Parent and each other Loan Party hereby represents and warrants to the Administrative Agent and each Lender as follows:

(a) This Amendment has been duly authorized, executed and delivered by the Loan Parties and constitutes the legal, valid and binding obligations of each of the Loan Parties enforceable against each of the Loan Parties in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(b) On and as of the Amendment No. 3 Effective Date (before and after giving effect to this Amendment), each of the representations and warranties made by the Parent and any other Loan Party contained in Article IV of the Credit Agreement and each other Loan Document is true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects on and as of the Amendment No. 3 Effective Date (before and after giving effect to this Amendment), as if made on and as of such date and except to the extent that such representations and warranties specifically relate to an earlier date); and

(c) No Default or Event of Default has occurred and is continuing.

5. Credit Agreement. The Credit Agreement and the other Loan Documents shall in all other respects remain in full force and effect, and no amendment, consent, waiver, or other modification herein in respect of any term or condition of any Loan Document shall be deemed to be an amendment, consent, waiver, or other modification in respect of any other term or condition of any Loan Document. Each Loan Party hereby expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Amendment and the transactions contemplated hereby and (ii) its guarantee of the Obligations under the Guaranty, as applicable, and its grant of Liens on the Collateral to secure the Obligations pursuant to the Security Documents.

6. Fees and Expenses. The Borrower agrees to pay all reasonable costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment (including, without limitation, the reasonable and documented fees and expenses of Cahill Gordon & Reindel LLP), if any, in accordance with the terms of Section 10.02 of the Credit Agreement.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or pdf or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

8. Loan Document. This Amendment shall constitute a Loan Document for all purposes under the Credit Agreement.

9. Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

10. Severability. Any term or provision of this Amendment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment or affecting the validity or enforceability of any of the terms or provisions of this Amendment in any other jurisdiction. If any provision of this Amendment is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

11. Headings. The Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BARCLAYS BANK PLC,  
as Administrative Agent and the Collateral Agent

By: /s/ Alicia Borys  
Name: Alicia Borys  
Title: Vice President

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ACKNOWLEDGED AND AGREED TO BY:

OCWEN LOAN SERVICING, LLC, as Borrower

By: /s/ Michael R. Bourque

Name: Michael R. Bourque

Title: Chief Financial Officer

OCWEN FINANCIAL CORPORATION, as Parent

By: /s/ Michael R. Bourque

Name: Michael R. Bourque

Title: Chief Financial Officer

**SUBSIDIARY GUARANTORS:**

OCWEN MORTGAGE SERVICING, INC.

By: /s/ Michael R. Bourque

Name: Michael R. Bourque

Title: Chief Financial Officer

HOMEWARD RESIDENTIAL HOLDINGS, INC.

By: /s/ John V. Britti

Name: John V. Britti

Title: Chief Financial Officer

HOMEWARD RESIDENTIAL, INC.

By: /s/ John V. Britti

Name: John V. Britti

Title: Chief Financial Officer

**Ocwen Financial Corporation®****FOR IMMEDIATE RELEASE****OCWEN FINANCIAL ANNOUNCES AMENDMENT TO  
SENIOR SECURED TERM LOAN**

**Atlanta, GA – (April 17, 2015) Ocwen Financial Corporation, (NYSE:OCN) (“Ocwen” or the “Company”)**, a leading financial services holding company, today announced that it has entered into an amendment to its Senior Secured Term Loan (SSTL) which will become effective on April 20, 2015. Among other things, the amendment (i) removes, with respect to the 2014 fiscal year, the requirement that Ocwen’s financial statements and the related audit report must be unqualified as to going concern and (ii) extends the required time period for delivery of the 2014 audited financial statements to May 29, 2015.

As previously disclosed, the Company continues to prepare information to demonstrate the Company’s ability to operate as a going concern and to provide such information to its auditor for the purposes of its audit of the Company’s financial statements for the year ended December 31, 2014. Following the execution of this amendment and other amendments to the Company’s debt agreements, no defaults will occur in the event that the Company’s auditor includes disclosure in its 2014 audit report relating the Company’s ability to operate as a going concern.

Ocwen also announced that it repaid \$17 million of its SSTL today, bringing the total repayment to \$91 million in the last 3 weeks.

“We appreciate the confidence our lenders have shown in the plan we have put forth,” said Ron Faris, Chief Executive Officer of Ocwen. “We have completed our first significant sale and transfer of agency servicing rights and used all of the net sale proceeds received to date to repay a portion of our SSTL. We expect to receive additional proceeds in accordance with the terms of the transaction.”

**About Ocwen Financial Corporation**

Ocwen Financial Corporation is a financial services holding company which, through its subsidiaries, is engaged in the servicing and origination of mortgage loans. Ocwen is headquartered in Atlanta, Georgia, with offices throughout the United States and support operations in India and the Philippines. Utilizing proprietary technology, global infrastructure, and superior training and processes, Ocwen provides solutions that help homeowners and make our clients’ loans worth more. Ocwen may post information that is important to investors on its website ([www.Ocwen.com](http://www.Ocwen.com)).

**Forward Looking Statements**

*This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements by their nature address matters that are, to different degrees, uncertain. Forward-looking statements involve a number of assumptions, risks and uncertainties that could cause actual results to differ materially.*

*Important factors that could cause actual results to differ materially from those suggested by the forward-looking statements include, but are not limited to, the following: adverse effects on our business as a result of recent regulatory settlements; reactions to the announcement of such settlements by key counterparties; increased regulatory scrutiny and media attention, due to rumors or otherwise; uncertainty related to claims, litigation and investigations brought by government agencies and private parties regarding our servicing, foreclosure, modification and other practices; any adverse developments in existing legal proceedings or the initiation of new legal proceedings; our ability to effectively manage our regulatory and contractual compliance obligations; our ability to execute on our strategy to reduce the size of our Agency servicing portfolio; the adequacy of our financial resources, including our sources of liquidity and ability to fund and recover advances, repay borrowings and comply with debt covenants; our servicer and credit ratings as well as other actions from various rating agencies, including the impact of recent downgrades of our servicer and credit ratings; volatility in our stock price; the characteristics of our servicing portfolio, including prepayment speeds along with delinquency and advance rates; our ability to contain and reduce our operating costs; our ability to successfully modify delinquent loans, manage foreclosures and sell foreclosed properties; uncertainty related to legislation, regulations, regulatory agency actions, government programs and policies, industry initiatives and evolving best servicing practices; as well as other risks detailed in Ocwen's reports and filings with the Securities and Exchange Commission (SEC), including its annual report on Form 10-K/A for the year ended December 31, 2013 (filed with the SEC on 08/18/14) and its quarterly report on Form 10-Q for the quarter ended September 30, 2014 (filed with the SEC on 10/31/14). Anyone wishing to understand Ocwen's business should review its SEC filings. Ocwen's forward-looking statements speak only as of the date they are made and, except for our ongoing obligations under the U.S. federal securities laws, we undertake no obligation to update or revise forward-looking statements whether as a result of new information, future events or otherwise.*

**FOR FURTHER INFORMATION CONTACT:**

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