
**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): October 4, 2018

OCWEN FINANCIAL CORPORATION

(Exact name of registrant as specified in its charter)

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

**1-13219
(Commission
File Number)**

**65-0039856
(IRS Employer
Identification No.)**

**1661 Worthington Road, Suite 100
West Palm Beach, Florida 33409
(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))

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.

On October 4, 2018 (the “Closing Date”), Ocwen Financial Corporation, a Florida corporation (“Ocwen” or the “Company”), completed its previously announced acquisition of PHH Corporation, a Maryland corporation (“PHH”), pursuant to the Agreement and Plan of Merger, dated as of February 27, 2018 (the “Merger Agreement”), by and among Ocwen, PHH and POMS Corp, a Maryland corporation and a wholly-owned subsidiary of Ocwen (“Merger Sub”). PHH is a leading non-bank servicer with established servicing and origination recapture capabilities. Pursuant to the Merger Agreement, Merger Sub merged with and into PHH on the Closing Date, with PHH continuing as the surviving corporation and a wholly-owned subsidiary of Ocwen (the “Merger”).

Item 1.01 Entry into Material Definitive Agreement

Counterpart Agreement

In connection with the Merger, on the Closing Date, Ocwen supplemented its Senior Secured Term Loan Facility (“SSTL”) to add PHH and PHH Mortgage Corporation, a wholly-owned subsidiary of PHH (“PMC”), as guarantors thereunder pursuant to a Counterpart Agreement dated as of October 4, 2018, executed by PHH and PMC and acknowledged and agreed to by Barclays Bank PLC, as Administrative Agent and Collateral Agent (the “Counterpart Agreement”).

Second Lien Notes First Supplemental Indenture

On the Closing Date, PHH and PMC also became guarantors under the Indenture, dated as of December 5, 2016, governing the outstanding 8.375% Senior Secured Second Lien Notes due 2022 of Ocwen Loan Servicing, LLC (the “Second Lien Notes”), pursuant to the First Supplemental Indenture, dated as of October 4, 2018, among PHH, PMC and Wilmington Trust, National Association, as trustee (the “Second Lien Notes First Supplemental Indenture”).

The foregoing description of the Counterpart Agreement and the Second Lien Notes First Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of each such document, a copy of which is attached hereto as Exhibits 10.1 and 4.1, respectively, and incorporated herein by reference.

PHH Notes and Indenture

PHH will continue its corporate existence as a wholly-owned subsidiary of Ocwen. PHH has two series of outstanding notes: (i) 7.375% Senior Notes due 2019 (the “2019 Notes”) and (ii) 6.375% Senior Notes due 2021 (the “2021 Notes”) and, together with the 2019 Notes, the “PHH Notes”). The PHH Notes were issued pursuant to an Indenture, dated as of January 17, 2012 (as amended and supplemented, the “PHH Indenture”), between PHH and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”).

Principal; Maturity and Interest. As of the date of this report, approximately \$98 million aggregate principal amount of the 2019 Notes and approximately \$22 million aggregate principal amount of the 2021 Notes remain outstanding. The 2019 Notes will mature on September 1, 2019 and bear interest at a rate of 7.375% per annum, payable semi-annually in arrears on March 1 and September 1 of each year. The 2021 Notes will mature on August 15, 2021 and bear interest at a rate of 6.375% per annum, payable semi-annually in arrears on February 15 and August 15 of each year.

Optional Redemption. The 2019 Notes may be redeemed at any time and from time to time, at the option of PHH in whole or in part, at a “make-whole” redemption price specified in the PHH Indenture. The 2021 Notes may be redeemed at any time and from time to time, at the option of PHH in whole or in part, at a redemption price of (i) 101.594% (expressed as a percentage of the principal amount) prior to August 15, 2019 and (ii) 100.000% after August 15, 2019. Neither series of PHH Notes will have the benefit of any sinking fund.

Covenants and Events of Default. The PHH Notes have substantially no restrictive covenants. Each series of PHH Notes has customary events of default for debt securities of this nature, including (i) default for a period of 30 days in payment of any interest when due; (ii) default in payment of principal (or premium, if any); (iii) failure to comply with permitted merger requirements; (iv) default in the performance of any other covenant in the PHH Indenture for 90 days after written notice of non-compliance; and (v) certain events of bankruptcy, insolvency or reorganization with respect to PHH or any significant subsidiary of PHH.

The foregoing summary of the PHH Indenture is qualified in its entirety by reference to the full text of (i) the Indenture, dated as of January 17, 2012, between PHH and the Trustee, a copy of which is filed as Exhibit 4.1 to PHH's Current Report on Form 8-K filed on January 17, 2012 and is incorporated herein by reference; (ii) the Second Supplemental Indenture, dated as of August 23, 2012, between PHH and the Trustee, a copy of which is filed as Exhibit 4.2 to PHH's Current Report on Form 8-K dated August 23, 2012 and is incorporated herein by reference; (iii) the Third Supplemental Indenture, dated as of August 20, 2013, between PHH and the Trustee, a copy of which is filed as Exhibit 4.2 to PHH's Current Report on Form 8-K dated August 20, 2013 and is incorporated herein by reference; (iv) the Fourth Supplemental Indenture, dated as of July 3, 2017, between PHH and the Trustee, a copy of which is filed as Exhibit 4.1 to PHH's Current Report on Form 8-K dated July 5, 2017 and is incorporated herein by reference; and (v) the Fifth Supplemental Indenture, dated as of July 3, 2017, between PHH and the Trustee, a copy of which is filed as Exhibit 4.2 to PHH's Current Report on Form 8-K dated July 5, 2017 and is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On the Closing Date, Ocwen completed its previously announced acquisition of PHH, pursuant to the Merger Agreement. As a result of the Merger, each outstanding share of PHH common stock, par value \$0.01 per share, was converted into the right to receive \$11.00 in cash.

The aggregate value of the consideration paid to former holders of PHH common stock described above in connection with the Merger was approximately \$360 million in cash.

The foregoing description of 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 was filed as Exhibit 2.1 to Ocwen's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 28, 2018, and which is incorporated by reference.

The Merger Agreement has been incorporated by reference as an exhibit to this report to provide investors with information regarding its terms. It is not intended to provide any other factual information about PHH, Ocwen or their respective subsidiaries or affiliates. The representations, warranties and covenants contained in the Merger Agreement were made only for purposes of that agreement and as of specific dates, were solely for the benefit of the parties to the Merger Agreement and may be subject to limitations agreed upon by the parties in connection with negotiating the terms of the Merger Agreement, including being qualified by confidential disclosures made by each party to the other for the purposes of allocating contractual risk between them that differ from those applicable to investors. In addition, certain representations and warranties may be subject to a contractual standard of materiality different from those generally applicable to investors and may have been used for the purpose of allocating risk between the parties rather than establishing matters as facts. Information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in public disclosures by PHH or Ocwen. Investors should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of PHH, Ocwen or any of their respective subsidiaries, affiliates or businesses.

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

The information set forth under the caption "PHH Notes and Indenture" under Item 1.01 above is incorporated herein by reference.

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

As disclosed in Ocwen's Current Report on Form 8-K filed with the Securities and Exchange Commission on April 19, 2018, Ocwen's Board of Directors (the "Board") previously determined to appoint Glen A. Messina as President and Chief Executive Officer and director of the Company, effective upon the closing of the Merger. Effective as of the Closing Date, the Board formally appointed Mr. Messina as President and Chief Executive Officer and director. Upon Mr. Messina's appointment, John V. Britti concluded his service as the Company's interim Chief Executive Officer. Mr. Britti continues to serve as Executive Vice President and Chief Investment Officer of Ocwen.

Item 7.01 Regulation FD Disclosure.

On the Closing Date, Ocwen issued a press release announcing the completion of the Merger. The press release is attached as Exhibit 99.1 hereto and is incorporated in its entirety into this Item 7.01 by reference.

The information under this Item 7.01 of this report on Form 8-K shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or 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.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

The audited Consolidated Balance Sheet as of December 31, 2017, and the audited Consolidated Statement of Operations, audited Consolidated Statement of Comprehensive Income, audited Consolidated Statement of Changes in Equity, and audited Consolidated Statement of Cash Flows for the year ended December 31, 2017, including the related notes thereto, of PHH Corporation are filed as Exhibit 99.2 through incorporation by reference to PHH Corporation's Annual Report on Form 10-K for the year ended December 31, 2017.

The unaudited Condensed Consolidated Balance Sheets as of June 30, 2018 and December 31, 2017, unaudited Condensed Consolidated Statements of Operations and Comprehensive Income (Loss) for the three and six months ended June 30, 2018 and June 30, 2017, and unaudited Condensed Consolidated Statements of Changes in Equity and unaudited Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2018 and June 30, 2017, including the related notes thereto, of PHH Corporation are filed as Exhibit 99.3 through incorporation by reference to PHH Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018.

(b) Pro Forma Financial Information.

Ocwen intends to provide the pro forma financial information required by Item 9.01(b) of Form 8-K relating to the Merger by amending this Current Report within the time allowed for such filing by Item 9.01(b)(2) of Form 8-K.

(d) Exhibits

Exhibit Number	Description
Exhibit 2.1*	<u>Agreement and Plan of Merger, dated as of February 27, 2018, by and among Ocwen Financial Corporation, POMS Corp and PHH Corporation (incorporated herein by reference to Exhibit 2.1 to Ocwen's Current Report on Form 8-K, filed on February 28, 2018).</u>
Exhibit 4.1	<u>First Supplemental Indenture, dated as of October 4, 2018, among PHH Corporation, PHH Mortgage Corporation and Wilmington Trust, National Association.</u>
Exhibit 4.2	Indenture, dated as of January 17, 2012, between PHH Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to PHH Corporation's Current Report on Form 8-K filed on January 17, 2012).
Exhibit 4.3	Second Supplemental Indenture, dated August 23, 2012, between PHH Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated herein by reference to Exhibit 4.2 to PHH Corporation's Current Report on Form 8-K, filed on August 23, 2012).
Exhibit 4.4	Third Supplemental Indenture, dated August 20, 2013, between PHH Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated herein by reference to Exhibit 4.2 to PHH Corporation's Current Report on Form 8-K, filed on August 20, 2013).
Exhibit 4.5	Fourth Supplemental Indenture, dated as of July 3, 2017, among PHH Corporation, as issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated herein by reference to Exhibit 4.1 to PHH Corporation's Current Report on Form 8-K, filed on July 5, 2017).
Exhibit 4.6	Fifth Supplemental Indenture, dated as of July 3, 2017, among PHH Corporation, as issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated herein by reference to Exhibit 4.2 to PHH Corporation's Current Report on Form 8-K, filed on July 5, 2017).
Exhibit 10.1	<u>Counterpart Agreement, dated as of October 4, 2018, executed by PHH Corporation and PHH Mortgage Corporation and acknowledged and agreed to by Barclays Bank PLC, as administrative agent and collateral agent.</u>
Exhibit 99.1	<u>Press release, dated October 4, 2018.</u>
Exhibit 99.2	<u>Audited Consolidated Balance Sheet as of December 31, 2017, and the audited Consolidated Statement of Operations, audited Consolidated Statement of Comprehensive Income, audited Consolidated Statement of Changes in Equity, and audited Consolidated Statement of Cash Flows for the year ended December 31, 2017, including the related notes thereto, of PHH Corporation (incorporated herein by reference to PHH Corporation's Annual Report on Form 10-K for the year ended December 31, 2017).</u>
Exhibit 99.3	<u>Unaudited Condensed Consolidated Balance Sheets as of June 30, 2018 and December 31, 2017, unaudited Condensed Consolidated Statements of Operations and Comprehensive Income (Loss) for the three and six months ended June 30, 2018 and June 30, 2017, and unaudited Condensed Consolidated Statements of Changes in Equity and unaudited Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2018 and June 30, 2017, including the related notes thereto, of PHH Corporation (incorporated herein by reference to PHH Corporation's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018).</u>

* Schedules and exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K. Ocwen agrees to furnish a copy of any omitted schedule to the SEC upon request.

Cautionary Note Regarding Forward-Looking Statements

Except for historical information contained in this Form 8-K and the press release and the PHH financial statements incorporated as exhibits hereto, this Form 8-K, the press release, and the PHH financial statements (including the related notes thereto) may contain forward-looking statements which involve certain risks and uncertainties that could cause actual results to differ materially from those expressed or implied by these statements. Please refer to the cautionary notes in the press release and the reports containing PHH financial statements regarding these forward-looking statements.

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: October 4, 2018

By: /s/ Timothy M. Hayes

Timothy M. Hayes

Executive Vice President and General Counsel

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE, (this “**Supplemental Indenture**”), dated as of October 4, 2018, among PHH Corporation, a Maryland corporation (“**PHH Corp.**”), and PHH Mortgage Corporation, a New Jersey corporation (“**PHH Mortgage Corp.**” and together with PHH Corp., the “**Guaranteeing Subsidiaries**,” and each individually, a “**Guaranteeing Subsidiary**”), each a subsidiary of Ocwen Financial Corporation, a Florida corporation (the “**Parent**”), and Wilmington Trust, National Association, as trustee (the “**Trustee**”) and Collateral Trustee (the “**Collateral Trustee**”).

WITNESSETH

WHEREAS, Ocwen Loan Servicing, LLC, a Delaware limited liability company (the “**Company**”), the Parent and the other Guarantors party thereto have heretofore executed and delivered to the Trustee and the Collateral Trustee an indenture (the “**Indenture**”), dated as of December 5, 2016, providing for the issuance of 8.375% Senior Secured Second Lien Notes due 2022 (the “**Notes**”);

WHEREAS, Section 4.15 of the Indenture provides that under certain circumstances each Guaranteeing Subsidiary shall execute and deliver to the Trustee and the Collateral Trustee a supplemental indenture pursuant to which each Guaranteeing Subsidiary shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the “**Note Guarantee**”); and

WHEREAS, pursuant to Section 9.01(g) of the Indenture, the Company, the Guaranteeing Subsidiaries, the Trustee and the Collateral Trustee are authorized to execute and deliver this Supplemental Indenture, without the consent of any Holders of the Notes.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

(1) *Capitalized Terms*. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) *Agreement to Guarantee*. Each Guaranteeing Subsidiary acknowledges that it has received and reviewed a copy of the Indenture and all other documents it deems necessary to review in order to enter into this Supplemental Indenture, and acknowledges and agrees to (i) join and become a party to the Indenture as indicated by its signature below; (ii) be bound by the Indenture, as of the date hereof, as if made by, and with respect to, each signatory hereto; and (iii) perform all obligations and duties required of a Guarantor pursuant to the Indenture. Each Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Indenture, including, but not limited to, Article 10 and Section 4.15 thereof.

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

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

(5) *Governing Law.* THIS SUPPLEMENTAL INDENTURE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(6) *Counterpart Originals.* This Supplemental Indenture may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

(7) *Effect of Headings.* The Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

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

(9) *Benefits Acknowledged.* Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to this Note Guarantee are knowingly made in contemplation of such benefits.

(10) *Successors.* All agreements of each Guaranteeing Subsidiary in this Supplemental Indenture shall bind its successors, except as otherwise set forth in this Supplemental Indenture. All agreements of the Trustee and the Collateral Trustee in this Supplemental Indenture shall bind its successors.

[Signature page follows.]

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

PHH CORPORATION

By: /s/ R. John McNeill

Name: R. John McNeill

Title: Treasurer

PHH MORTGAGE CORPORATION

By: /s/ Michael Bogansky

Name: Michael Bogansky

Title: Senior Vice President and Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee and as Collateral Trustee

By: /s/ John T. Needham, Jr.

Name: John T. Needham, Jr.

Title: Vice President

[Signature page to Supplemental Indenture]

COUNTERPART AGREEMENT

This COUNTERPART AGREEMENT, dated as of October 4, 2018 (this “Counterpart Agreement”) is delivered pursuant to that certain Amended and Restated Senior Secured Term Loan Facility Agreement, dated as of December 5, 2016 (as it may be amended, supplemented or otherwise modified, the “Credit Agreement”; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among OCWEN LOAN SERVICING, LLC, as the Borrower, OCWEN FINANCIAL CORPORATION, as Parent, certain Subsidiaries of Parent, as Subsidiary Guarantors, the Lenders party thereto from time to time, and BARCLAYS BANK PLC, as Administrative Agent and Collateral Agent.

Section 1. Pursuant to Section 5.10 of the Credit Agreement, each of the undersigned hereby:

- (a) agrees that this Counterpart Agreement may be attached to the Credit Agreement and that by the execution and delivery hereof, such undersigned becomes a Subsidiary Guarantor under the Credit Agreement and agrees to be bound by all of the terms thereof;
 - (b) represents and warrants that each of the representations and warranties set forth in the Credit Agreement and each other Loan Document and applicable to such undersigned is true and correct in all material respects both before and after giving effect to this Counterpart Agreement, except to the extent that any such representation and warranty relates solely to any earlier date, in which case such representation and warranty was true and correct in all material respects as of such earlier date;
 - (c) agrees to irrevocably and unconditionally guaranty the due and punctual payment in full of all Obligations when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)) and in accordance with Article VII of the Credit Agreement; and
 - (d) such undersigned hereby (i) agrees that this counterpart may be attached to the Security Agreement, (ii) agrees that the undersigned will comply with all the terms and conditions of the Security Agreement as if it were an original signatory thereto, (iii) grants to Collateral Agent a security interest in all of the undersigned’s right, title and interest in and to all “Collateral” (as such term is defined in the Security Agreement) of such undersigned, in each case whether now or hereafter existing or in which such undersigned now has or hereafter acquires an interest and wherever the same may be located, (iv) authorizes the Collateral Agent to file a record or records, including, without limitation, financing or continuation statements, Intellectual Property Security Agreements and amendments and supplements to any of the foregoing, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect or otherwise protect the security interest granted to the Collateral Agent pursuant to the Security Agreement, and (v) delivers to Collateral Agent supplements to all schedules attached to the Security Agreement. All such Collateral shall be deemed to be part of the “Collateral” and hereafter subject to each of the terms and conditions of the Security Agreement.
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Section 2. Each of the undersigned agrees from time to time, upon request of Administrative Agent, to take such additional actions and to execute and deliver such additional documents and instruments as Administrative Agent may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Counterpart Agreement. Neither this Counterpart Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Counterpart Agreement) against whom enforcement of such change, waiver, discharge or termination is sought. Any notice or other communication herein required or permitted to be given shall be given pursuant to Section 10.01 of the Credit Agreement, and all for purposes thereof, the notice address of the undersigned shall be the address as set forth on the signature page hereof. In case any provision in or obligation under this Counterpart Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

THIS COUNTERPART AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY LAW, RULE, PROVISION OR PRINCIPLE OF CONFLICT OF LAWS THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Counterpart Agreement to be duly executed and delivered by its duly authorized officer as of the date above first written.

PHH CORPORATION

By: /s/ R. John McNeill

Name: R. John McNeill

Title: Treasurer

PHH MORTGAGE CORPORATION

By: /s/ Michael Bogansky

Name: Michael Bogansky

Title: Senior Vice President and Chief Financial Officer

Address for Notices:

c/o Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, Florida 33409
Attention: Corporate Secretary, General Counsel, Chief Financial Officer and Treasurer
Email: Michael.Stanton@ocwen.com; John.McNeill@ocwen.com;
Nitin.Purushothaman@ocwen.com; Timothy.Hayes@ocwen.com

ACKNOWLEDGED AND ACCEPTED,
as of the date above first written:

BARCLAYS BANK PLC,
as Administrative Agent and Collateral Agent

By: /s/ Vanessa A. Kurbatskiy

Name: Vanessa A. Kurbatskiy

Title: Vice President



FOR IMMEDIATE RELEASE

OCWEN FINANCIAL COMPLETES ACQUISITION OF PHH CORPORATION; GLEN MESSINA BECOMES PRESIDENT AND CHIEF EXECUTIVE OFFICER

West Palm Beach, FL – (October 4, 2018) Ocwen Financial Corporation (NYSE:OCN) (“Ocwen” or the “Company”), a leading financial services holding company, today announced the completion of its acquisition of PHH Corporation (“PHH”), a mortgage platform with established servicing and origination recapture capabilities, effective October 4, 2018 for approximately \$360 million in cash or \$11 per diluted common share.

As previously announced, concurrent with the closing of the PHH merger, Glen A. Messina became the President and Chief Executive Officer of Ocwen and a member of Ocwen’s Board of Directors.

“The close of this acquisition marks a new chapter in our history, and creates a strong non-bank mortgage servicer, positioned for growth, and better able to serve borrowers and loan investors,” commented Phyllis Caldwell, Chair of Ocwen’s Board of Directors. “We believe our increased size and scale will create both strategic and financial benefits including accelerating our transition to an industry leading servicing platform, reducing servicing, originating and overhead costs on a combined basis through the realization of \$100 million in targeted cost synergies and improved economies of scale, and providing a foundation to enable Ocwen to resume new business and growth activities to offset portfolio runoff in the future. We are excited to officially welcome Glen Messina and the PHH employees to the Ocwen family.”

The newly combined company, as of June 30, 2018, services approximately 1.7 million loans with an unpaid principal balance of over \$296 billion. In 2017, the combined company originated more than \$3 billion of residential mortgage loans including reverse mortgages.

In connection with the completion of the acquisition, PHH has become a wholly-owned subsidiary of Ocwen and the common stock of PHH has been delisted from the New York Stock Exchange.

About Ocwen Financial Corporation

Ocwen Financial Corporation is a financial services holding company which, through its subsidiaries, services and originates loans. We are headquartered in West Palm Beach, Florida, with offices throughout the United States and in the U.S. Virgin Islands and operations in India and the Philippines. We have been serving our customers since 1988. We may post information that is important to investors on our website (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. These forward-looking statements may be identified by a reference to a future period or by the use of forward-looking terminology. Forward-looking statements are typically identified by words such as “believe”, “expect”, “foresee”, “forecast”, “anticipate”, “intend”, “estimate”, “goal”, “strategy”, “plan”, “target” and “project” or conditional verbs such as “will”, “may”, “should”, “could” or “would” or the negative of these terms, although not all forward-looking statements contain these words.

Forward-looking statements by their nature address matters that are, to different degrees, uncertain. Our business has been undergoing substantial change which has magnified such uncertainties. Readers should bear these factors in mind when considering such statements and should not place undue reliance on such statements.

Forward-looking statements involve a number of assumptions, risks and uncertainties that could cause actual results to differ materially. In the past, actual results have differed from those suggested by forward-looking statements and this may happen again.

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: our ability to successfully integrate PHH's business, and to realize the strategic objectives, synergies and other benefits of the acquisition at the time anticipated or at all, including our ability to integrate, maintain and enhance PHH's servicing, subservicing and other business relationships, including its relationship with New Residential Investment Corp. (NRZ), uncertainty related to claims, litigation, cease and desist orders and investigations brought by government agencies and private parties regarding our servicing, foreclosure, modification, origination and other practices, including uncertainty related to past, present or future investigations, litigation, cease and desist orders and settlements with state regulators, the Consumer Financial Protection Bureau (CFPB), State Attorneys General, the Securities and Exchange Commission (SEC), the Department of Justice or the Department of Housing and Urban Development (HUD) and actions brought under the False Claims Act by private parties on behalf of the United States of America regarding incentive and other payments made by governmental entities; adverse effects on our business as a result of regulatory investigations, litigation, cease and desist orders or settlements; reactions to the announcement of such investigations, litigation, cease and desist orders or settlements by key counterparties or others, including lenders, the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac) and the Government National Mortgage Association (Ginnie Mae); our ability to comply with the terms of our settlements with regulatory agencies and the costs of doing so, increased regulatory scrutiny and media attention; 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 comply with our servicing and subservicing agreements, including our ability to comply with our agreements with, and the requirements of, Fannie Mae, Freddie Mac and Ginnie Mae and maintain our seller/servicer and other statuses with them; our ability to contain and reduce our operating costs, the adequacy of our financial resources, including our sources of liquidity and ability to sell, fund and recover advances, repay borrowings and comply with our debt agreements, including the financial and other covenants contained in them; our ability to timely transfer mortgage servicing rights under our July 2017 agreements and January 2018 agreements with NRZ; our ability to maintain our long-term relationship with NRZ; our ability to realize anticipated future gains from future draws on existing loans in our reverse mortgage portfolio; our servicer and credit ratings as well as other actions from various rating agencies, including the impact of prior or future downgrades of our servicer and credit ratings; our ability to execute an effective chief executive officer leadership transition; as well as other risks detailed in Ocwen's and, prior to the merger closing, PHH's reports and filings with the SEC, including each of their respective annual reports on Form 10-K for the year ended December 31, 2017 and any current and quarterly reports since such date. Anyone wishing to understand Ocwen's business should review its and PHH's SEC filings. Ocwen's forward-looking statements speak only as of the date they are made, and we disclaim any obligation to update or revise forward-looking statements whether as a result of new information, future events or otherwise.

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