

# **EXHIBIT E**

## CFPB RELEASE

WHEREAS, this Release (“Release”) is entered into between the Consumer Financial Protection Bureau (the “Bureau” or “CFPB”), and the Released Parties (hereafter the CFPB and the Released Parties are collectively referred to as “the Parties”), through their authorized representatives.

WHEREAS, the Released Parties shall include Ocwen Financial Corporation and Ocwen Loan Servicing LLC (collectively “Ocwen”), and Ocwen’s current and former parent corporations, divisions, affiliates, direct and indirect subsidiaries, agents, advisors, shareholders, managers, members, partners, directors, officers, and employees. The Released Parties shall also include Homeward Residential Holdings Inc., Litton Loan Servicing LP, WL Ross & Co. LLC, and The Goldman Sachs Group, Inc., and each of their respective current and former, direct and indirect parent entities, divisions, affiliates, direct and indirect subsidiaries, shareholders, as well as each of the current and former agents, advisors, managers, members, investors, partners, directors, officers, and employees of each of the foregoing, but only as to liability for the Mortgage Servicing Practices of Homeward Residential Holdings, Inc. and its direct and indirect subsidiaries or Litton Loan Servicing, LP and its direct and indirect subsidiaries. Additionally, the term Released Parties shall not include Altisource Portfolio Solutions, SA and its subsidiaries or Homeloan Servicing Solutions, LTD and its subsidiaries.

WHEREAS, notwithstanding any of the foregoing, this Release does not release any claims against OneWest Bank, Morgan Stanley, or any other entity not a party hereto regarding conduct relating to loans for which the servicing was acquired by Ocwen from OneWest Bank in

the second half of 2013, or regarding loans acquired by Ocwen in the transaction wherein Ocwen Financial Corporation purchased substantial assets of Saxon Mortgage Services, Inc., from Morgan Stanley on April 2, 2012.

WHEREAS, the CFPB contends that it has certain civil claims against Ocwen based on the mortgage servicing practices described in the complaint.

WHEREAS, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of the Consent Judgment, the Parties agree and covenant as follows:

- A. Among other things, the Consent Judgment requires Ocwen to pay or cause to be paid \$127,300,000.00 (the "Borrower Payment Amount") by electronic funds transfer no later than ten (10) days of receiving notice from the Administrator appointed under Exhibit B. Ocwen shall also undertake, for the purposes specified in the Consent Judgment, certain consumer relief activities as set forth in Exhibit C to such Consent Judgment, and will be obligated to make certain payments (the "Consumer Relief Payments") in the event that it does not or they do not complete the Consumer Relief Requirements set forth in Exhibit C to the Consent Judgment. This Release shall become effective upon payment of the Borrower Payment Amount. The CFPB may declare this Release null and void if Ocwen does not make the Consumer Relief Payments required under this Consent Judgment and fails to cure such non-payment within thirty (30) days of written notice by the CFPB, except that the Released Parties, other than Ocwen, are released upon the payment of the Borrower Payment Amount, at which time this nullification provision is only operative against Ocwen.

- B. Subject to the exceptions in Paragraph C (concerning excluded claims) below, the CFPB fully and finally releases the Released Parties from all potential liability that has been or might have been asserted by the CFPB relating to mortgage servicing practices described in the complaint (the “Mortgage Servicing Practices”) that have taken place as of 11:59 p.m., Eastern Standard Time, on December 18, 2013.
- C. Notwithstanding any other term of this Release, the CFPB specifically reserves and does not release any liability for conduct other than conduct related to the Mortgage Servicing Practices asserted or that might have been asserted in the complaint. Furthermore, the CFPB specifically reserves and does not release any liability arising under any provision of the Equal Credit Opportunity Act, the Home Mortgage Disclosure Act, or any other statute or law that prohibits discrimination of persons based on race, color, national origin, gender, disability, or any other protected status.
- D. The Released Parties waive and shall not assert any claim for fees, costs or expenses against the CFPB, or any of its agents or employees, and any other governmental entity, related in any way to this enforcement matter or the Consent Judgment, whether arising under common law or under the terms of any statute, including, but not limited to the Equal Access to Justice Act and the Small Business Regulatory Enforcement Fairness Act of 1996; for these purposes, the Parties agree that neither the Released Parties nor the CFPB is the prevailing party in this action because the Parties have reached a good faith settlement.
- E. Nothing in this Release shall limit the CFPB’s authority with respect to the Released Parties, except to the extent the CFPB has herein expressly released claims.

- F. This Release is intended to be and shall be for the benefit only of the Parties and entities identified in this Release, specifically including the Released Parties, and no other party or entity shall have any rights or benefits hereunder. This Release is binding on, and inures to the benefit of, Ocwen and its successors, and assigns.
- G. This Release is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute arising out of matters covered by this Release is the United States District Court for the District of Columbia. For purposes of construing this Release, this Release shall be deemed to have been drafted by all the Parties and shall not, therefore, be construed against any party for that reason in any subsequent dispute.