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

FORM 10-K

x **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2017

or

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-35777

New Residential Investment Corp.

(Exact name of registrant as specified in its charter)

Delaware	**45-3449660**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
1345 Avenue of the Americas, New York, NY	**10105**
(Address of principal executive offices)	**(Zip Code)**

(212) 798-3150
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class:	**Name of each exchange on which registered:**
Common Stock, $0.01 par value per share	**New York Stock Exchange (NYSE)**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this form 10-K ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer x	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐
(Do not check if a smaller reporting company)	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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates as of June 30, 2017 (computed based on the closing price on such date as reported on the NYSE) was: $4.7 billion.

Common stock, $0.01 par value per share: 336,135,391 shares outstanding as of February 8, 2018.

DOCUMENTS INCORPORATED BY REFERENCE

The information required by Part III (Items 10, 11, 12, 13 and 14) will be incorporated by reference from the registrant's Definitive Proxy Statement for its 2018 Annual Meeting of Stockholders to be filed with the Securities and Exchange Commission pursuant to Regulation 14A.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

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

- reductions in cash flows received from our investments;
- the quality and size of the investment pipeline and our ability to take advantage of investment opportunities at attractive risk-adjusted prices;
- the relationship between yields on assets which are paid off and yields on assets in which such monies can be reinvested;
- our ability to deploy capital accretively and the timing of such deployment;
- our counterparty concentration and default risks in Nationstar, Ocwen, OneMain, Ditech, PHH and other third parties;
- events, conditions or actions that might occur at Nationstar, Ocwen, OneMain, Ditech, PHH and other third parties, as well as the continued effect of prior events;
- a lack of liquidity surrounding our investments, which could impede our ability to vary our portfolio in an appropriate manner;
- the impact that risks associated with subprime mortgage loans and consumer loans, as well as deficiencies in servicing and foreclosure practices, may have on the value of our MSRs, Excess MSRs, Servicer Advance Investments, RMBS, residential mortgage loans and consumer loan portfolios;
- the risks that default and recovery rates on our MSRs, Excess MSRs, Servicer Advance Investments, RMBS, residential mortgage loans and consumer loans deteriorate compared to our underwriting estimates;
- changes in prepayment rates on the loans underlying certain of our assets, including, but not limited to, our MSRs or Excess MSRs;
- the risk that projected recapture rates on the loan pools underlying our MSRs or Excess MSRs are not achieved;
- servicer advances may not be recoverable or may take longer to recover than we expect, which could cause us to fail to achieve our targeted return on our Servicer Advance Investments or MSRs;
- impairments in the value of the collateral underlying our investments and the relation of any such impairments to our judgments as to whether changes in the market value of our securities or loans are temporary or not and whether circumstances bearing on the value of such assets warrant changes in carrying values;
- the relative spreads between the yield on the assets in which we invest and the cost of financing;
- adverse changes in the financing markets we access affecting our ability to finance our investments on attractive terms, or at all;
- changing risk assessments by lenders that potentially lead to increased margin calls, not extending our repurchase agreements or other financings in accordance with their current terms or not entering into new financings with us;
- changes in interest rates and/or credit spreads, as well as the success of any hedging strategy we may undertake in relation to such changes;
- the availability and terms of capital for future investments;
- changes in economic conditions generally and the real estate and bond markets specifically;
- competition within the finance and real estate industries;

- the legislative/regulatory environment, including, but not limited to, the impact of the Dodd-Frank Act, U.S. government programs intended to grow the economy, future changes to tax laws, the federal conservatorship of Fannie Mae and Freddie Mac and legislation that permits modification of the terms of residential mortgage loans;
- the risk that GSE or other regulatory initiatives or actions may adversely affect returns from investments in MSRs and Excess MSRs;
- our ability to maintain our qualification as a REIT for U.S. federal income tax purposes and the potentially onerous consequences that any failure to maintain such qualification would have on our business;
- our ability to maintain our exclusion from registration under the 1940 Act and the fact that maintaining such exclusion imposes limits on our operations;
- the risks related to Home Loan Servicing Solutions ("HLSS") liabilities that we have assumed;
- the impact of current or future legal proceedings and regulatory investigations and inquiries;
- the impact of any material transactions with FIG LLC (the "Manager") or one of its affiliates, including the impact of any actual, potential or perceived conflicts of interest; and
- effects of the recently completed merger of Fortress Investment Group LLC with affiliates of SoftBank Group Corp.

We also direct readers to other risks and uncertainties referenced in this report, including those set forth under "Risk Factors." We caution that you should not place undue reliance on any of our forward-looking statements. Further, any forward-looking statement speaks only as of the date on which it is made. New risks and uncertainties arise from time to time, and it is impossible for us to predict those events or how they may affect us. Except as required by law, we are under no obligation (and expressly disclaim any obligation) to update or alter any forward-looking statement, whether written or oral, that we may make from time to time, whether as a result of new information, future events or otherwise.

SPECIAL NOTE REGARDING EXHIBITS

In reviewing the agreements included as exhibits to this Annual Report on Form 10-K, please remember they are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about New Residential Investment Corp. (the "Company," "New Residential" or "we," "our" and "us") or the other parties to the agreements. The agreements contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the other parties to the applicable agreement and:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements proved to be inaccurate;
- have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and
- were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time. Additional information about the Company may be found elsewhere in this Annual Report on Form 10-K and the Company's other public filings, which are available without charge through the SEC's website at http://www.sec.gov. See "Business—Corporate Governance and Internet Address; Where Readers Can Find Additional Information."

The Company acknowledges that, notwithstanding the inclusion of the foregoing cautionary statements, it is responsible for considering whether additional specific disclosures of material information regarding material contractual provisions are required to make the statements in this report not misleading.

NEW RESIDENTIAL INVESTMENT CORP.
FORM 10-K

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PART I

Item 1. Business.

General

New Residential is a publicly traded real estate investment trust ("REIT") primarily focused on opportunistically investing in, and actively managing, investments related to residential real estate. We were formed as a wholly owned subsidiary of Drive Shack Inc. (formerly Newcastle Investment Corp., "Drive Shack") in September 2011 and were spun-off from Drive Shack on May 15, 2013, which we refer to as the "distribution date." Our stock is traded on the New York Stock Exchange under the symbol "NRZ." We are externally managed and advised by an affiliate (our "Manager") of Fortress Investment Group LLC ("Fortress") pursuant to a management agreement (the "Management Agreement"). In 2016, our wholly-owned subsidiary, New Residential Mortgage LLC ("NRM"), became a licensed or otherwise eligible mortgage servicer.

We seek to drive strong risk-adjusted returns primarily through investments in the U.S. residential real estate market, which at times incorporate the use of leverage. We generally target assets that generate significant current cash flows and/or have the potential for meaningful capital appreciation. Our investment guidelines are purposefully broad to enable us to make investments in a wide array of assets in diverse markets, including non-real estate related assets such as consumer loans. We expect our asset allocation and target assets to change over time depending on the types of investments our Manager identifies and the investment decisions our Manager makes in light of prevailing market conditions. For more information about our investment guidelines, see "—Investment Guidelines." On December 27, 2017, SoftBank Group Corp. ("SoftBank") announced that it completed its previously announced acquisition of Fortress (the "SoftBank Merger"). In connection with the SoftBank Merger, Fortress will operate within SoftBank as an independent business headquartered in New York. Fortress's senior investment professionals will remain in place, including those individuals who perform services for New Residential.

Our portfolio is currently composed of mortgage servicing related assets, residential mortgage backed securities ("RMBS") (and associated call rights), residential mortgage loans and other opportunistic investments. For more details on our portfolio, see "—Our Portfolio" below, as well as "Management's Discussion and Analysis of Financial Condition and Results of Operations—Our Portfolio." For information concerning current market trends which impact our portfolio, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Market Considerations" and "Quantitative and Qualitative Disclosures About Market Risk."

The Residential Real Estate Market

The residential mortgage industry is transforming the way mortgages are originated, owned and serviced. We believe significant investment opportunities exist in today's complex and dynamic mortgage market. As a major capital provider to the mortgage servicing industry, we believe we are one of only a select number of market participants that have the combination of capital, industry expertise and key business relationships that are necessary to take advantage of these opportunities.

The U.S. residential real estate market is vast: The value of the housing market totaled approximately $24.6 trillion as of September 2017, including about $14.1 trillion of home equity and $10.5 trillion of single-family mortgage debt outstanding, according to the Board of Governors of the Federal Reserve System.

Over the last few decades the complexity of the market for residential mortgage loans in the U.S. has dramatically increased. A borrower seeking credit for a home purchase will typically obtain financing from a financial institution, such as a bank, savings association or credit union. In the past, these institutions would generally have held a majority of their originated residential mortgage loans as interest-earning assets on their balance sheets and would have performed all activities associated with servicing the loans, including accepting principal and interest payments, making advances for real estate taxes and property and casualty insurance premiums, initiating collection actions for delinquent payments and conducting foreclosures.

Now, institutions that originate residential mortgage loans generally hold a smaller portion of such loans as assets on their balance sheets and instead sell a significant portion of the loans they originate to third parties. GSEs (defined below) are currently the largest purchasers of residential mortgage loans. Under a process known as securitization, GSEs and financial institutions typically package residential mortgage loans into pools that are sold to securitization trusts. These securitization trusts fund the acquisition of residential mortgage loans by issuing securities, known as RMBS, which entitle the owner of such securities to receive a portion of the interest and/or principal collected on the residential mortgage loans in the pool. The purchasers of the RMBS are typically large institutions, such as pension funds, mutual funds, insurance companies, hedge funds and REITs. The agreement that governs the packaging of residential mortgage loans into a pool, the servicing of such residential mortgage loans and the terms of the RMBS issued by the securitization trust is often referred to as a pooling and servicing agreement.

As of the third quarter of 2017, approximately $7.5 trillion of the $10.5 trillion of one-to-four family residential mortgages outstanding had been securitized, according to Inside Mortgage Finance. Approximately $7.0 trillion were Agency RMBS according to Inside Mortgage Finance, and the balance were Non-Agency RMBS.

In the ten years prior to the credit dislocation in 2007, the securitization market drove an increase in the number of residential mortgage loans outstanding. Since 2007, the mortgage industry has been characterized by reduced origination and securitization activities, particularly for subprime and Alt-A mortgage loans. However, origination volume in recent years has been relatively robust. In 2017, according to Inside Mortgage Finance, first lien mortgage loan origination totaled approximately $1.8 trillion, up approximately 39% compared to full year 2014, although this trend could be dampened if market interest rates increase. The role of private capital has increased in financing the mortgage origination process despite the GSEs' presence as the largest purchasers of residential mortgage loans.

In connection with a securitization, a number of entities perform specific roles with respect to the residential mortgage loans in a pool, including the trustee and the mortgage servicer. The trustee holds legal title to the residential mortgage loans on behalf of the owner of the RMBS and either maintains the mortgage note and related documents itself or with a custodian. One or more other entities are appointed pursuant to the pooling and servicing agreement to service the residential mortgage loans. In some cases, the servicer is the same institution that originated the loan, and, in other cases, it may be a different institution. The duties of servicers for residential mortgage loans that have been securitized are generally required to be performed in accordance with industry-accepted servicing practices and the terms of the relevant pooling and servicing agreement, mortgage note and applicable law. A servicer generally takes actions, such as foreclosure, in the name and on behalf of the trustee. The trustee or a separate securities administrator for the trust receives the payments collected by the servicer on the residential mortgage loans and distributes them to the investors in the RMBS pursuant to the terms of the pooling and servicing agreement.

Following the credit crisis, the need for "high-touch" non-bank specialty servicers increased as loan performance declined, delinquencies rose and servicing complexities broadened. Specialty servicers have proven more willing and better equipped to perform the operationally intensive activities (e.g., collections, foreclosure avoidance and loan workouts) required to service credit-sensitive loans.

The Residential Mortgage Loan Market

Residential mortgage loans are classified based on certain payment characteristics. Performing loans are residential mortgage loans where the borrower is generally current on required payments; by contrast, non-performing loans are residential mortgage loans where the borrower is delinquent or in default. Re-performing loans were formally non-performing but became performing again, often as a result of a loan modification where the lender agrees to modified terms with the borrower rather than foreclosing on the underlying property. Reverse mortgage loans are a special type of loan under which the borrower is typically paid a monthly amount, increasing the balance of the loan, and are typically collected when the property is sold or the borrower no longer resides at the property. If a borrower defaults on a loan and the lender takes ownership of the underlying property through foreclosure, that property is referred to as real estate owned ("REO").

The residential mortgage loan market is commonly further divided into a number of categories based on certain residential mortgage loan characteristics, including the credit quality of borrowers and the types of institutions that originate or finance such loans. While there are no universally accepted definitions, the residential mortgage loan market is commonly divided by market participants into the following categories.

- *Government-Sponsored Enterprise and Government Guaranteed Loans.* This category of residential mortgage loans includes "conforming loans," which are first lien residential mortgage loans that are secured by single-family residences that meet or "conform" to the underwriting standards established by the Federal National Mortgage Association ("Fannie Mae") or the Federal Home Loan Mortgage Corporation ("Freddie Mac," and collectively with Fannie Mae, the "GSEs"). The conforming loan limit is established by statute and currently is $453,100 with certain exceptions for high-priced real estate markets. This category also includes residential mortgage loans issued to borrowers that do not meet conforming loan standards, but who qualify for a loan that is insured or guaranteed by the government through the Government National Mortgage Association ("Ginnie Mae" and, collectively with the GSEs, the "Agencies" (with each of Fannie Mae, Freddie Mac and Ginnie Mae an "Agency")), primarily through federal programs operated by the Federal Housing Administration ("FHA") and the Department of Veterans Affairs.
- *Non-GSE or Government Guaranteed Loans.* Residential mortgage loans that are not guaranteed by the GSEs or the government are generally referred to as "non-conforming loans" and fall into one of the following categories: jumbo, subprime, Alt-A or second lien loans. The loans may be non-conforming due to various factors, including mortgage

balances in excess of Agency underwriting guidelines, borrower characteristics, loan characteristics and level of documentation.

- *Jumbo*. Jumbo mortgage loans have original principal amounts that exceed the statutory conforming limit for GSE loans. Jumbo borrowers generally have strong credit histories and provide full loan documentation, including verification of income and assets.
- *Subprime*. Subprime mortgage loans are generally issued to borrowers with weak credit histories, who make low or no down payments on the properties they purchase or have limited documentation of their income or assets. Subprime borrowers generally pay higher interest rates and fees than prime borrowers.
- *Alt-A*. Alt-A mortgage loans are generally issued to borrowers with risk profiles that fall between prime and subprime. These loans have one or more high-risk features, such as the borrower having a high debt-to-income ratio, limited documentation verifying the borrower's income or assets, or the option of making monthly payments that are lower than required for a fully amortizing loan. Alt-A mortgage loans generally have interest rates that fall between the interest rates on conforming loans and subprime loans.
- *Second Lien*. Second mortgages and home equity lines are often referred to as second liens and fall into a separate category of the residential mortgage market. These loans typically have higher interest rates than loans secured by first liens because the lender generally will only receive proceeds from a foreclosure of a property after the first lien holder is paid in full. In addition, these loans often feature higher loan-to-value ratios and are less secure than first lien mortgages.

Servicing Related Assets

MSRs, Mortgage Servicing Rights Financing Receivables and Excess MSRs

A mortgage servicing right ("MSR") provides a mortgage servicer with the right to service a pool of residential mortgage loans in exchange for a portion of the interest payments made on the underlying residential mortgage loans. This amount typically ranges from 25 to 50 basis points ("bps") times the unpaid principal balance ("UPB") of the residential mortgage loans, plus ancillary income and custodial interest. An MSR is made up of two components: a basic fee and an excess MSR ("Excess MSR"). The basic fee is the amount of compensation for the performance of servicing duties (including advance obligations), and the Excess MSR is the amount that exceeds the basic fee. Ownership of an MSR requires the owner to be a licensed mortgage servicer. An owner of an Excess MSR is not required to be licensed, and is not required to assume any servicing duties, advance obligations or liabilities associated with the loan pool underlying the MSR unless otherwise specified through agreement.

Servicer Advances Receivable and Servicer Advance Investments

Servicer advances are a customary feature of residential mortgage securitization transactions and represent one of the duties for which a servicer is compensated through the basic fee component of the related MSR, since the advances are non-interest bearing. Servicer advances are generally reimbursable cash payments made by a servicer (i) when the borrower fails to make scheduled payments due on a residential mortgage loan or (ii) to support the value of the collateral property. Our interests in servicer advances include the following:

- *Servicer Advance Investments.* These investments are associated with specified pools of mortgage loans and include the related outstanding servicer advances, the requirement to purchase future servicer advances and the rights to the basic fee component of the related MSR. We have purchased Servicer Advance Investments on certain loan pools underlying our Excess MSRs.
- *Servicer advances receivable.* The outstanding servicer advances related to a specified pool of mortgage loans.

Servicer advances typically fall into one of three categories:

- *Principal and Interest Advances*: Cash payments made by the servicer to cover scheduled payments of principal of, and interest on, a residential mortgage loan that have not been paid on a timely basis by the borrower.
- *Escrow Advances (Taxes and Insurance Advances)*: Cash payments made by the servicer to third parties on behalf of the borrower for real estate taxes and insurance premiums on the property that have not been paid on a timely basis by the borrower.
- *Foreclosure Advances*: Cash payments made by the servicer to third parties for the costs and expenses incurred in connection with the foreclosure, preservation and sale of the mortgaged property, including attorneys' and other professional fees.

The purpose of the advances is to provide liquidity, rather than credit enhancement, to the underlying residential mortgage securitization transaction. Servicer advances are generally permitted to be repaid from amounts received with respect to the related residential mortgage loan, including payments from the borrower or amounts received from the liquidation of the property securing the loan, which is referred to as "loan-level recovery."

Residential mortgage servicing agreements generally require a servicer to make advances in respect of serviced residential mortgage loans unless the servicer determines in good faith that the advance would not be ultimately recoverable from the proceeds of the related residential mortgage loan or the mortgaged property. In many cases, if the servicer determines that an advance previously made would not be recoverable from these sources, or if such advance is not recovered when the loan is repaid or related property is liquidated, then, the servicer is, most often, entitled to withdraw funds from the trustee custodial account for payments on the serviced residential mortgage loans to reimburse the applicable advance. This is what is often referred to as a "general collections backstop." Under certain circumstances, a servicer may also be reimbursed for an otherwise unrecoverable advance by a GSE, with respect to loans in Agency RMBS (defined below). See "Risk Factors—Risks Related to Our Business—Servicer advances may not be recoverable or may take longer to recover than we expect, which could cause us to fail to achieve our targeted return on our Servicer Advance Investments or MSRs."

The status of our interests in servicer advances for purposes of the REIT requirements is uncertain, and therefore our ability to acquire servicer advances may be limited. We currently hold our interests in servicer advances in taxable REIT subsidiaries.

We also purchase rated bonds backed by securitized pools of servicer advances issued through transactions sponsored by mortgage servicers. Servicer advance securitizations are generally rated "Master Trust" structures with multiple series of notes and one or more variable funding notes sharing in the same pool of collateral. Each note class has a specific advance rate and rating. We may pursue similar investments as opportunities arise.

Residential Securities and Loans

RMBS

Residential mortgage loans are often packaged into pools held in securitization entities which issue securities (RMBS) collateralized by such loans. Agency RMBS are RMBS issued or guaranteed by an Agency. "Non-Agency" RMBS are issued by either public trusts or private label securitization ("PLS") entities. We invest in both Agency RMBS and Non-Agency RMBS.

Agency RMBS generally offer more stable cash flows and historically have been subject to lower credit risk and greater price stability than the other types of residential mortgage investments we intend to target. The Agency RMBS that we may acquire could be secured by fixed-rate mortgages, adjustable-rate mortgages or hybrid adjustable-rate mortgages. More information about certain types of Agency RMBS in which we have invested or may invest is set forth below.

Mortgage pass-through certificates. Mortgage pass-through certificates are securities representing interests in "pools" of residential mortgage loans secured by residential real property where payments of both interest and principal, plus pre-paid principal, on the securities are made monthly to holders of the securities, in effect "passing through" monthly payments made by the individual borrowers on the residential mortgage loans that underlie the securities, net of fees paid in connection with the issuance of the securities and the servicing of the underlying residential mortgage loans.

Interest Only Agency RMBS. This type of stripped security only entitles the holder to interest payments. The yield to maturity of interest only Agency RMBS is extremely sensitive to the rate of principal payments (particularly prepayments) on the underlying pool of residential mortgage loans. If we decide to invest in these types of securities, we anticipate doing so primarily to take advantage of particularly attractive prepayment-related or structural opportunities in the Agency RMBS markets.

To-be-announced forward contract positions ("TBAs"). We utilize TBAs in order to invest in Agency RMBS. Pursuant to these TBAs, we agree to purchase or sell, for future delivery, Agency RMBS with certain principal and interest terms and certain types of underlying collateral, but the particular Agency RMBS to be delivered would not be identified until shortly before the TBA settlement date. Our ability to purchase Agency RMBS through TBAs may be limited by the 75% income and asset tests applicable to REITs.

The Non-Agency RMBS we may acquire could be secured by fixed-rate mortgages, adjustable-rate mortgages or hybrid adjustable-rate mortgages. The residential mortgage loan collateral may be classified as "conforming" or "non-conforming," depending on a variety of factors.

RMBS, and in particular Non-Agency RMBS, may be subject to call rights, commonly referred to as "cleanup call rights." Call rights permit the holder of the rights to purchase all of the residential mortgage loans which are collateralizing the related securitization for a price generally equal to the outstanding balance of such loans plus interest and certain other amounts (such as outstanding servicer advances and unpaid servicing fees). Call rights may be subject to limitations with respect to when they may be exercised (such as specific dates or upon the reduction of the outstanding balances of the remaining residential mortgage loans to a specified level). Call rights generally become exercisable when the current principal balance of the underlying residential mortgage loans is equal to or lower than 10% of their original balance.

We believe that in many Non-Agency RMBS vehicles there is a meaningful discrepancy between the value of the Non-Agency RMBS and the recovery value of the underlying collateral. We pursue opportunities in structured transactions that enable us to realize identified excesses of collateral value over related RMBS value, particularly through the acquisition and execution of call rights. We control the call rights on Non-Agency deals with a total UPB of approximately $144.9 billion.

We believe a call right is profitable when the aggregate underlying loan value is greater than the sum of par on the loans minus any discount from acquired bonds plus expenses, including outstanding advances, related to such exercise. Generally, profit with respect to our call rights is generated by:

- acquiring bonds issued by the securitization at a discount, prior to initiating the call, such that the portion of the payment we make to the trust, which is returned to us as bondholders when the call is exercised, exceeds our purchase price for the bonds;
- re-securitizing or selling performing loans for a gain; and
- retaining distressed loans to modify or liquidate over time at a premium to our basis (which results in increases in our portfolio of residential mortgage loans and REO).

We continue to evaluate the call rights we acquired, and our ability to exercise such rights and realize the benefits therefrom are subject to a number of risks. The timing, size and potential returns of future call transactions may be less attractive than our prior activity in this sector due to a number of factors, most of which are beyond our control. See "Risk Factors—Risks Related to Our Business—Our ability to exercise our cleanup call rights may be limited or delayed if a third party also possessing such cleanup call rights exercises such rights, if the related securitization trustee refuses to permit the exercise of such rights, or if a related party is subject to bankruptcy proceedings."

Residential Mortgage Loans and Real Estate Owned

We believe there may be attractive opportunities to invest in portfolios of non-performing and other residential mortgage loans, along with foreclosed properties. In certain of these investments, we would expect to acquire the loans at a deep discount to their face amount, and we (either independently or with a servicing co-investor) would seek to resolve the loans at a substantially higher valuation. In other investments, we would expect to acquire the foreclosed property at a deep discount to its value, and we would seek to monetize the discount through property improvements and sales. In addition, we may seek to employ leverage to increase returns, either through traditional financing lines or, if available, securitization options.

Other Investments

We may pursue other types of investments as the market evolves, such as our opportunistic investment in consumer loans. Our Manager makes decisions about our investments in accordance with broad investment guidelines adopted by our board of directors. Accordingly, we may, without a stockholder vote, change our target asset classes and acquire a variety of assets that may differ from, and are possibly riskier than, our current portfolio. For more information about our investment guidelines, see "—Investment Guidelines."

Our Portfolio

Our current investment portfolio is comprised primarily of:

- "Servicing Related Assets":
  - MSRs, including mortgage servicing rights financing receivables (which are MSRs where our subsidiary, NRM, is the named servicer and we acquired the entire economic interest in the MSR but, solely for accounting purposes, the acquisition was not treated as a sale);
  - Excess MSRs;
  - Servicer Advance Investments (which include the related servicer advances receivable, the requirement to make future servicer advances, and the rights to receive the base fee portion of the related MSR, each of which on the loans underlying such investments); and

- Servicer advances receivable (and the requirement under our MSRs to make future servicer advances);
- "Residential Securities and Loans":
  - Real estate securities, or RMBS; and
  - Residential mortgage loans; and
- Consumer loans.

For more detail, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Our Portfolio." The following table summarizes our consolidated investment portfolio as of December 31, 2017 (dollars in thousands):

	Outstanding Face Amount	Amortized Cost Basis	Percentage of Total Amortized Cost Basis	Carrying Value	Weighted Average Life (years)[A]
Investments in:					
Excess MSRs[B]	$ 267,622,353	$ 1,145,271	6.1%	$ 1,345,478	6.3
MSRs[B] [C]	172,454,150	1,476,330	7.9%	1,735,504	6.3
Mortgage Servicing Rights Financing Receivables[B] [C]	64,344,893	489,144	2.6%	598,728	5.8
Servicer Advance Investments[B] [D]	3,581,876	3,924,003	21.0%	4,027,379	5.1
Agency RMBS[E]	2,065,629	2,105,121	11.3%	2,096,351	7.5
Non-Agency RMBS[E]	12,757,357	5,599,644	29.9%	5,974,789	7.7
Residential Mortgage Loans	2,713,686	2,447,953	13.1%	2,416,689	4.6
Real Estate Owned	N/A	137,668	0.7%	128,295	N/A
Consumer Loans	1,377,792	1,380,369	7.4%	1,374,263	3.5
Consumer Loans, Equity Method Investees	178,422	N/A	N/A	51,412	1.4
Total / Weighted Average		$ 18,705,503	100.0%	$ 19,748,888	6.1
Reconciliation to GAAP total assets:					
Cash and restricted cash				446,050	
Servicer advances receivable				675,593	
Trades receivable				1,030,850	
Deferred tax asset, net				—	
Other assets				312,181	
GAAP total assets				$ 22,213,562	

(A) Weighted average life is based on the timing of our expected principal reduction on the asset.
(B) The outstanding face amount of Excess MSRs, MSRs, Mortgage Servicing Rights Financing Receivables, and Servicer Advance Investments is based on 100% of the face amount of the underlying residential mortgage loans and currently outstanding advances, as applicable.
(C) Represents MSRs where our subsidiary, NRM, is the named servicer.
(D) The value of our Servicer Advance Investments also includes the rights to a portion of the related MSR.
(E) Amortized cost basis is net of impairment.

Over time, we expect to opportunistically adjust our portfolio composition in response to market conditions.

With respect to our Excess MSRs, Servicer Advance Investments, RMBS, residential mortgage loans and consumer loans, we engage servicers to service the loans, or loans underlying the investments, as applicable. With respect to our MSRs and servicer advances receivable, NRM is the named servicer but it engages a subservicer to service the loans underlying the investments. We refer to the servicers and subservicers we engage as our "Servicing Partners." As of December 31, 2017, our Servicing Partners include, but are not limited to: Nationstar Mortgage LLC ("Nationstar"), Ocwen Financial Corporation (together with its subsidiaries, including Ocwen Loan Servicing LLC, "Ocwen"), PHH Corporation (together with its subsidiaries, including PHH Mortgage Corporation, "PHH"), Ditech Financial LLC ("Ditech," a subsidiary of Walter Management Corp. ("Walter")), Flagstar Bank, FSB ("Flagstar"), CitiMortgage, Inc. ("Citi"), Specialized Loan Servicing LLC ("SLS"), OneMain Holdings, Inc. ("OneMain"), and the Consumer Loan Seller (Note 9 to our Consolidated Financial Statements). In addition, NRM is referred to as a "Servicing Partner" when contextually applicable.

Our Segments

As of December 31, 2017, New Residential conducted its business through the following segments: (i) investments in Excess MSRs, (ii) investments in MSRs, (iii) Servicer Advance Investments (including the basic fee component of the related MSRs), (iv) investments in real estate securities, (v) investments in residential mortgage loans, (vi) investments in consumer loans and (vii) corporate.

The following table summarizes financial information about our segments as of December 31, 2017 (in thousands):

	Servicing Related Assets			Residential Securities and Loans				
	Excess MSRs	MSRs	Servicer Advances	Real Estate Securities	Residential Mortgage Loans	Consumer Loans	Corporate	Total
Investments	$ 1,345,478	$ 2,334,232	$ 4,027,379	$ 8,071,140	$ 2,544,984	$ 1,425,675	$ —	$ 19,748,888
Cash and cash equivalents	408	104,545	78,353	38,728	15,483	40,687	17,594	295,798
Restricted cash	13,153	30,454	60,516	—	—	46,129	—	150,252
Other assets	2,891	726,530	18,576	1,098,921	113,035	28,621	30,050	2,018,624
Total assets	$ 1,361,930	$ 3,195,761	$ 4,184,824	$ 9,208,789	$ 2,673,502	$ 1,541,112	$ 47,644	$ 22,213,562
Debt	$ 483,978	$ 1,761,011	$ 3,526,380	$ 6,534,300	$ 2,108,007	$ 1,332,854	$ —	$ 15,746,530
Other liabilities	1,033	194,465	(5,658)	1,200,905	23,917	6,596	249,612	1,670,870
Total liabilities	485,011	1,955,476	3,520,722	7,735,205	2,131,924	1,339,450	249,612	17,417,400
Total Equity	876,919	1,240,285	664,102	1,473,584	541,578	201,662	(201,968)	4,796,162
Noncontrolling interests in equity of consolidated subsidiaries	—	—	71,491	—	—	34,466	—	105,957
Total New Residential stockholders' equity	$ 876,919	$ 1,240,285	$ 592,611	$ 1,473,584	$ 541,578	$ 167,196	$ (201,968)	$ 4,690,205

For additional information, see Note 3 to our Consolidated Financial Statements.

Investment Guidelines

Our board of directors has adopted a broad set of investment guidelines to be used by our Manager to evaluate specific investments. Our general investment guidelines prohibit any investment that would cause us to fail to qualify as a REIT, and any investment that would cause us to be regulated as an investment company. These investment guidelines may be changed by our board of directors without the approval of our stockholders. If our Board changes any of our investment guidelines, we will disclose such changes in our next required periodic report.

Financing Strategy

Our objective is to generate attractive risk-adjusted returns for our stockholders, which at times incorporates the use of leverage. The amount of leverage we deploy for a particular investment depends upon an assessment of a variety of factors, which may include the anticipated liquidity and price volatility of our assets; the gap between the duration of assets and liabilities, including hedges; the availability and cost of financing the assets; our opinion of the creditworthiness of financing counterparties; the health of the U.S. economy and the residential mortgage and housing markets; our outlook on interest rates; the credit quality of the loans underlying our investments; and our outlook for asset spreads relative to financing costs. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Debt Obligations" for further details about our debt obligations.

Hedging Strategy

Subject to maintaining our qualification as a REIT and exclusion from registration under the 1940 Act, we may, from time to time, utilize derivative financial instruments to hedge the interest rate risk associated with our borrowings. Under the U.S. federal income tax laws applicable to REITs, we generally will be able to enter into certain transactions to hedge indebtedness that we may incur, or plan to incur, to acquire or carry real estate assets, although our total gross income from interest rate hedges that do not meet this requirement and other non-qualifying sources generally must not exceed 5% of our gross income.

Subject to maintaining our qualification as a REIT and exclusion from registration under the Investment Company Act of 1940 (the "1940 Act"), we may also engage in a variety of interest rate management techniques that seek on the one hand to mitigate

the influence of interest rate changes on the values of some of our assets and on the other hand help us achieve our risk management objectives. The U.S. federal income tax rules applicable to REITs may require us to implement certain of these techniques through a domestic taxable REIT subsidiary ("TRS") that is fully subject to U.S. federal corporate income taxation. Our interest rate management techniques may include:

- interest rate swap agreements, interest rate cap agreements, exchange-traded derivatives and swaptions;
- puts and calls on securities or indices of securities;
- U.S. Treasury securities and options on U.S. Treasury securities;
- TBAs; and
- other similar transactions.

Subject to maintaining our REIT qualification, we may utilize hedging instruments and techniques that we deem appropriate. We expect these instruments and techniques may allow us to reduce, but not eliminate, the impact of changing interest rates on our earnings and liquidity.

The Management Agreement

We entered into a Management Agreement with our Manager, an affiliate of Fortress, which was subsequently amended and restated on August 1, 2013, on August 5, 2014 and on May 7, 2015, pursuant to which our Manager provides for a management team and other professionals who are responsible for implementing our business strategy, subject to the supervision of our board of directors. Our Manager is responsible for, among other things, (i) setting investment criteria in accordance with broad investment guidelines adopted by our board of directors, (ii) sourcing, analyzing and executing acquisitions, (iii) providing financial and accounting management services and (iv) performing other duties as specified in the Management Agreement.

We pay our Manager an annual management fee equal to 1.5% of our gross equity. Gross equity is generally the equity that was transferred to us by Drive Shack on the distribution date, plus total net proceeds from stock offerings, plus certain capital contributions to subsidiaries, less capital distributions and repurchases of common stock.

Our Manager is entitled to receive annual incentive compensation in an amount equal to the product of (A) 25% of the dollar amount by which (1)(a) the funds from operations before the incentive compensation, excluding funds from operations from investments in the Consumer Loan Companies and any unrealized gains or losses from mark-to-market valuation changes on investments and debt (and any deferred tax impact thereof), per share of common stock, plus (b) earnings (or losses) from the Consumer Loan Companies computed on a level-yield basis (such that the loans are treated as if they qualified as loans acquired with a discount for credit quality as set forth in ASC No. 310-30, as such codification was in effect on June 30, 2013) as if the Consumer Loan Companies had been acquired at their GAAP basis on the distribution date, plus earnings (or losses) from equity method investees invested in Excess MSRs as if such equity method investees had not made a fair value election, plus gains (or losses) from debt restructuring and gains (or losses) from sales of property, and plus non-routine items, minus amortization of non-routine items, in each case per share of common stock, exceed (2) an amount equal to (a) the weighted average of the book value per share of the equity that was transferred to us by Drive Shack on the distribution date and the prices per share of our common stock in any offerings by us (adjusted for prior capital dividends or capital distributions) multiplied by (b) a simple interest rate of 10% per annum, multiplied by (B) the weighted average number of shares of common stock outstanding.

"Funds from operations" means net income (computed in accordance with U.S. Generally Accepted Accounting Principles ("GAAP")), excluding gains (losses) from debt restructuring and gains (or losses) from sales of property, plus depreciation on real estate assets, and after adjustments for unconsolidated partnerships and joint ventures. Funds from operations is computed on an unconsolidated basis. The computation of funds from operations may be adjusted at the direction of our independent directors based on changes in, or certain applications of, GAAP. Funds from operations is determined from the date of our separation from Drive Shack and without regard to Drive Shack's prior performance. Funds from operations does not represent and should not be considered as a substitute for, or superior to, net income, or as a substitute for, or superior to, cash flows from operating activities, each as determined in accordance with U.S. GAAP, and our calculation of this measure may not be comparable to similarly entitled measures reported by other companies.

The initial term of our Management Agreement expired on May 15, 2014, and the Management Agreement was and will be renewed automatically each year for an additional one-year period unless (i) a majority consisting of at least two-thirds of our independent directors or a simple majority of the holders of outstanding shares of our common stock, agree that there has been unsatisfactory performance that is materially detrimental to us or (ii) a simple majority of our independent directors agree that the management fee payable to our Manager is unfair; provided, that we shall not have the right to terminate our Management Agreement under clause (ii) foregoing if the Manager agrees to continue to provide the services under the Management Agreement at a fee that our independent directors have determined to be fair.

If we elect not to renew our Management Agreement at the expiration of any such one-year extension term as set forth above, our Manager will be provided with 60 days' prior notice of any such termination. In the event of such termination, we would be required to pay the termination fee. The termination fee is a fee equal to the sum of (1) the amount of the management fee during the 12 months immediately preceding the date of termination, and (2) the "Incentive Compensation Fair Value Amount." The Incentive Compensation Fair Value Amount is an amount equal to the incentive compensation that would be paid to the Manager if our assets were sold for cash at their then current fair market value (taking into account, among other things, the expected future performance of the underlying investments).

Fortress, through its affiliates, and principals of Fortress held 2.4 million shares of our common stock, and Fortress, through its affiliates, held options relating to an additional 16.4 million shares of our common stock, representing approximately 5.8% of our common stock on a fully diluted basis, as of December 31, 2017.

Policies with Respect to Certain Other Activities

Subject to the approval of our board of directors, we have the authority to offer our common stock or other equity or debt securities in exchange for property and to repurchase or otherwise reacquire our shares or any other securities and may engage in such activities in the future.

We also may make loans to, or provide guarantees of certain obligations of, our subsidiaries.

Subject to the percentage ownership and gross income and asset tests necessary for REIT qualification, we may invest in securities of other REITs, other entities engaged in real estate activities or securities of other issuers, including for the purpose of exercising control over such entities.

We may engage in the purchase and sale of investments.

Our officers and directors may change any of these policies and our investment guidelines without a vote of our stockholders. In the event that we determine to raise additional equity capital, our board of directors has the authority, without stockholder approval (subject to certain New York Stock Exchange ("NYSE") requirements), to issue additional common stock or preferred stock in any manner and on such terms and for such consideration it deems appropriate, including in exchange for property.

Decisions regarding the form and other characteristics of the financing for our investments are made by our Manager subject to the general investment guidelines adopted by our board of directors.

Conflicts of Interest

Although we have established certain policies and procedures designed to mitigate conflicts of interest, there can be no assurance that these policies and procedures will be effective in doing so. It is possible that actual, potential or perceived conflicts of interest could give rise to investor dissatisfaction, litigation or regulatory enforcement actions.

One or more of our officers and directors have responsibilities and commitments to entities other than us, including, at times, but not limited to, Nationstar Mortgage LLC ("Nationstar") (the servicer for a significant portion of our loans, and the loans underlying our MSRs, Excess MSRs, Servicer Advance Investments, and Non-Agency RMBS), and OneMain Holdings, Inc. (formerly Springleaf Holdings, Inc.) (together with its subsidiaries, "OneMain") (the servicer for a significant portion of the consumer loans in which we have invested). For example, we have and have had, at times, some of the same directors and officers as Nationstar and OneMain. In addition, we do not have a policy that expressly prohibits our directors, officers, securityholders or affiliates from engaging for their own account in business activities of the types conducted by us. Moreover, our certificate of incorporation provides that if Drive Shack or Fortress or any of their officers, directors or employees acquire knowledge of a potential transaction that could be a corporate opportunity, they have no duty, to the fullest extent permitted by law, to offer such corporate opportunity to us, our stockholders or our affiliates. In the event that any of our directors and officers who is also a director, officer or employee of Drive Shack or Fortress acquires knowledge of a corporate opportunity or is offered a corporate opportunity, provided that this knowledge was not acquired solely in such person's capacity as a director or officer of New Residential and such person acts in good faith, then to the fullest extent permitted by law such person is deemed to have fully satisfied such person's fiduciary duties owed to us and is not liable to us if Drive Shack or Fortress, or their affiliates, pursues or acquires the corporate opportunity or if such person did not present the corporate opportunity to us. However, subject to the terms of our certificate of incorporation, our code of business conduct and ethics prohibits the directors, officers and employees of our Manager from engaging in any transaction that involves an actual conflict of interest with us. See "Risk Factors—Risks Related to Our Manager—There are conflicts of interest in our relationship with our Manager."

Our key agreements, including our Management Agreement, were negotiated among related parties, and their respective terms, including fees and other amounts payable, may not be as favorable to us as terms negotiated with unaffiliated parties. Our independent directors may not vigorously enforce the provisions of our Management Agreement against our Manager. For example, our independent directors may refrain from terminating our Manager because doing so could result in the loss of key personnel. The structure of the Manager's compensation arrangement may have unintended consequences for us. We have agreed to pay our Manager a management fee that is not tied to our performance and incentive compensation that is based entirely on our performance. The management fee may not sufficiently incentivize our Manager to generate attractive risk-adjusted returns for us, while the performance-based incentive compensation component may cause our Manager to place undue emphasis on the maximization of earnings, including through the use of leverage, at the expense of other objectives, such as preservation of capital, to achieve higher incentive distributions. Investments with higher yield potential are generally riskier or more speculative than investments with lower yield potential. This could result in increased risk to the value of our portfolio of assets and a stockholder's investment in us.

We may compete with entities affiliated with our Manager or Fortress, including Nationstar, for certain target assets. From time to time, affiliates of Fortress may focus on investments in assets with a similar profile as our target assets that we may seek to acquire. These affiliates may have meaningful purchasing capacity, which may change over time depending upon a variety of factors, including, but not limited to, available equity capital and debt financing, market conditions and cash on hand. Fortress has two funds primarily focused on investing in Excess MSRs with approximately $0.6 billion in investments in aggregate. We have co-invested with these funds in Excess MSRs and may do so with similar Fortress funds in the future. Fortress funds generally have a fee structure similar to ours, but the fees actually paid will vary depending on the size, terms and performance of each fund.

Our Manager may determine, in its discretion, to make a particular investment through an investment vehicle other than us. Investment allocation decisions will reflect a variety of factors, such as a particular vehicle's availability of capital (including financing), investment objectives and concentration limits, legal, regulatory, tax and other similar considerations, the source of the investment opportunity and other factors that the Manager, in its discretion, deems appropriate. Our Manager does not have an obligation to offer us the opportunity to participate in any particular investment, even if it meets our investment objectives.

Operational and Regulatory Structure

REIT Qualification

We have elected and intend to qualify to be taxed as a REIT for U.S. federal income tax purposes. Our qualification as a REIT will depend upon our ability to meet, on a continuing basis, various complex requirements under the Internal Revenue Code of 1986, as amended, (the "Internal Revenue Code"), relating to, among other things, the sources of our gross income, the composition and values of our assets, our distribution levels to our stockholders and the concentration of ownership of our capital stock. We believe that, commencing with our initial taxable year ended December 31, 2013, we have been organized in conformity with the requirements for qualification and taxation as a REIT under the Internal Revenue Code, and that our manner of operation will enable us to meet the requirements for qualification and taxation as a REIT.

1940 Act Exclusion

We intend to continue to conduct our operations so that neither we nor any of our subsidiaries are required to register as an investment company under the 1940 Act. Section 3(a)(1)(A) of the 1940 Act defines an investment company as any issuer that is or holds itself out as being engaged primarily in the business of investing, reinvesting or trading in securities. Section 3(a)(1)(C) of the 1940 Act defines an investment company as any issuer that is engaged or proposes to engage in the business of investing, reinvesting, owning, holding or trading in securities and owns or proposes to acquire investment securities having a value exceeding 40% of the value of the issuer's total assets (exclusive of U.S. Government securities and cash items) on an unconsolidated basis (the "40% test"). Excluded from the term "investment securities," among other things, are U.S. Government securities and securities issued by majority owned subsidiaries that are not themselves investment companies and are not relying on the exclusion from the definition of investment company for private funds set forth in Section 3(c)(1) or Section 3(c)(7) of the 1940 Act.

We are organized as a holding company that conducts its businesses primarily through wholly owned and majority owned subsidiaries. We intend to continue to conduct our operations so that we do not come within the definition of an investment company because less than 40% of the value of our adjusted total assets on an unconsolidated basis will consist of "investment securities" in compliance with the 40% test under Section 3(a)(1)(C) of the 1940 Act. The value of securities issued by any wholly owned or majority owned subsidiaries that we may form in the future that are excluded from the definition of "investment company" based on Section 3(c)(1) or 3(c)(7) of the 1940 Act, together with any other investment securities we may own, may not exceed the 40% test under Section 3(a)(1)(C) of the 1940 Act. For purposes of the foregoing, we currently treat our interests in Specialized Loan

Servicing LLC (“SLS”) servicer advances and our subsidiaries that hold consumer loans as investment securities because these subsidiaries presently rely on the exclusion provided by Section 3(c)(7) of the 1940 Act. We will monitor our holdings to ensure continuing and ongoing compliance with the 40% test under Section 3(a)(1)(C) of the 1940 Act. In addition, we believe we will not be considered an investment company under Section 3(a)(1)(A) of the 1940 Act because we will not engage primarily or hold ourselves out as being engaged primarily in the business of investing, reinvesting or trading in securities. Rather, through our wholly owned subsidiaries, we will be primarily engaged in the non-investment company businesses of these subsidiaries.

If the value of securities issued by our subsidiaries that are excluded from the definition of “investment company” by Section 3(c)(1) or 3(c)(7) of the 1940 Act, together with any other investment securities we own, exceeds the 40% test under Section 3(a)(1)(C) of the 1940 Act (e.g., the value of our interests in the taxable REIT subsidiaries that hold servicer advances investments and are not excluded from the definition of “investment company” by Section 3(c)(5)(A), (B), or (C) of the 1940 Act increases significantly in proportion to the value of our other assets), or if one or more of such subsidiaries fail to maintain an exclusion or exception from the 1940 Act, we could, among other things, be required either (a) to substantially change the manner in which we conduct our operations to avoid being required to register as an investment company or (b) to register as an investment company under the 1940 Act, either of which could have an adverse effect on us and the market price of our securities. As discussed above, for purposes of the foregoing, we currently treat our interest in SLS servicer advances and our subsidiaries that hold consumer loans as investment securities because these subsidiaries presently rely on the exclusion provided by Section 3(c)(7) of the 1940 Act. If we were required to register as an investment company under the 1940 Act, we could, among other things, be required either to (a) change the manner in which we conduct our operations to avoid being required to register as an investment company, (b) effect sales of our assets in a manner that, or at a time when, we would not otherwise choose to do so, or (c) register as an investment company, any of which could negatively affect the value of our common stock, the sustainability of our business model, and our ability to make distributions.

For purposes of the foregoing, we treat our interests in certain of our wholly owned and majority owned subsidiaries, which constitutes more than 60% of the value of our adjusted total assets on an unconsolidated basis, as non-investment securities because such subsidiaries qualify for exclusion from the definition of an investment company under the 1940 Act pursuant to Section 3(c)(5)(C) of the 1940 Act (the “Section 3(c)(5)(C) exclusion”). The Section 3(c)(5)(C) exclusion is available for entities “primarily engaged” in the business of “purchasing or otherwise acquiring mortgages and other liens on and interests in real estate.” The Section 3(c)(5)(C) exclusion generally requires that at least 55% of these subsidiaries’ assets comprise qualifying real estate assets and at least 80% of each of their portfolios must comprise qualifying real estate assets and real estate-related assets under the 1940 Act. Maintenance of our exclusion under the 1940 Act generally limits the amount of our Section 3(c)(5)(C) subsidiaries’ investments in non-real estate assets to no more than 20% of our total assets.

In satisfying the 55% requirement under the Section 3(c)(5)(C) exclusion, based on guidance from the Securities and Exchange Commission (“SEC”) and its staff, we treat Agency RMBS issued with respect to an underlying pool of mortgage loans in which we hold all of the certificates issued by the pool as qualifying real estate assets. The SEC and its staff have not published guidance with respect to the treatment of whole pool Non-Agency RMBS for purposes of the Section 3(c)(5)(C) exclusion. Accordingly, based on our own judgment and analysis of the guidance from the SEC and its staff identifying Agency whole pool certificates as qualifying real estate assets under Section 3(c)(5)(C), we treat whole pool Non-Agency RMBS issued with respect to an underlying pool of mortgage loans in which our subsidiary relying on Section 3(c)(5)(C) holds all of the certificates issued by the pool as qualifying real estate assets. We also treat whole mortgage loans that each of our subsidiaries relying on Section 3(c)(5)(C) may acquire directly as qualifying real estate assets provided that 100% of the loan is secured by real estate when such subsidiary acquires the loan and the subsidiary has the unilateral right to foreclose on the mortgage.

Based on our own judgment and analysis of the guidance from the SEC and its staff with respect to analogous assets, we treat Excess MSRs for which we do not own the related servicing rights as real estate-related assets for purposes of satisfying the 80% test under the Section 3(c)(5)(C) exclusion. We treat investments in Agency partial pool RMBS and Non-Agency partial pool RMBS as real estate-related assets for purposes of satisfying the 80% test under the Section 3(c)(5)(C) exclusion.

We expect each of our subsidiaries relying on Section 3(c)(5)(C) to rely on guidance published by the SEC staff or on our analyses of guidance published with respect to other types of assets to determine which assets are qualifying real estate assets and real estate-related assets. The SEC may in the future take a view different than or contrary to our analysis with respect to the types of assets we have determined to be qualifying real estate assets or real estate-related assets. To the extent that the SEC staff publishes new or different guidance with respect to these matters, or disagrees with our analysis, we may be required to adjust our strategy accordingly. In addition, we may be limited in our ability to make certain investments and these limitations could result in the subsidiary holding assets we might wish to sell or selling assets we might wish to hold.

In August 2011, the SEC issued a concept release soliciting public comments on a wide range of issues relating to companies, which are typically REITs, engaged in the business of acquiring mortgages and mortgage-related instruments and that rely on

Section 3(c)(5)(C) of the 1940 Act, including the nature of the assets that qualify for purposes of the Section 3(c)(5)(C) exclusion and whether such REITs should be regulated in a manner similar to investment companies. Therefore, there can be no assurance that the laws and regulations governing the 1940 Act status of REITs, or guidance from the SEC or its staff regarding the Section 3(c)(5)(C) exclusion, will not change in a manner that adversely affects our operations. If we or our subsidiaries fail to maintain an exclusion or exception from the 1940 Act, we could, among other things, be required either to (a) change the manner in which we conduct our operations to avoid being required to register as an investment company, (b) effect sales of our assets in a manner that, or at a time when, we would not otherwise choose to do so, or (c) register as an investment company, any of which could negatively affect the value of our common stock, the sustainability of our business model, and our ability to make distributions.

Although we monitor our portfolio periodically and prior to each investment origination or acquisition, there can be no assurance that we will be able to maintain the Section 3(c)(5)(C) exclusion from the definition of an investment company under the 1940 Act for these subsidiaries.

To the extent that the SEC staff provides more specific guidance regarding any of the matters bearing upon the exclusions or exceptions we and our subsidiaries rely on from the 1940 Act, we may be required to adjust our strategy accordingly. Any additional guidance from the SEC staff could provide additional flexibility to us, or it could further inhibit our ability to pursue the strategies we have chosen.

Qualification for an exclusion from registration under the 1940 Act will limit our ability to make certain investments. See “Risk Factors—Risks Related to Our Business—Maintenance of our 1940 Act exclusion imposes limits on our operations.”

Competition

Our success depends, in large part, on our ability to acquire target assets on terms consistent with our business and economic model. In acquiring these assets, we expect to compete with banks, REITs, independent mortgage loan servicers, private equity firms, hedge funds and other large financial services companies. Many of our anticipated competitors are significantly larger than we are, have access to greater capital and other resources and may have other advantages over us. In addition, some of our competitors may have higher risk tolerances or different risk assessments, which could lead them to offer higher prices for assets that we might be interested in acquiring and cause us to lose bids for those assets. In addition, other potential purchasers of our target assets may be more attractive to sellers of such assets if the sellers believe that these potential purchasers could obtain any necessary third party approvals and consents more easily than us.

In the face of this competition, we expect to take advantage of the experience of members of our management team and their industry expertise which may provide us with a competitive advantage and help us assess potential risks and determine appropriate pricing for certain potential acquisitions of our target assets. In addition, we expect that these relationships will enable us to compete more effectively for attractive acquisition opportunities. However, we may not be able to achieve our business goals or expectations due to the competitive risks that we face.

Employees

We are managed by our Manager pursuant to the Management Agreement between our Manager and us. All of our officers are employees of our Manager or an affiliate of our Manager. We do not have any employees, other than three part-time employees of NRM.

Legal Proceedings

For a discussion of our legal proceedings, see Part I, Item 3, “Legal Proceedings” in this report.

Corporate Governance and Internet Address; Where Readers Can Find Additional Information

We emphasize the importance of professional business conduct and ethics through our corporate governance initiatives. Our board of directors consists of a majority of independent directors, and the Audit, Nominating and Corporate Governance, and Compensation committees of our board of directors are composed exclusively of independent directors. We have adopted corporate governance guidelines, and codes of business conduct and ethics, which delineate our standards for our officers and directors, and employees of our Manager.

New Residential files annual, quarterly and current reports, proxy statements and other information required by the Securities Exchange Act of 1934, as amended (the ‘‘Exchange Act’’), with the SEC. Readers may read and copy any document that New Residential files at the SEC’s Public Reference Room located at 100 F Street, N.E., Washington, D.C. 20549, U.S.A. Please call

the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. Our SEC filings are also available to the public from the SEC's internet site at http://www.sec.gov.

Our internet site is http://www.newresi.com. We make available free of charge through our internet site our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and Forms 3, 4 and 5 filed on behalf of directors and executive officers and any amendments to those reports filed or furnished pursuant to the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. Also posted on our website in the ''Investor Relations—Corporate Governance" section are charters for the Company's Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee as well as our Corporate Governance Guidelines and our Code of Business Conduct and Ethics governing our directors, officers and employees. Information on, or accessible through, our website is not a part of, and is not incorporated into, this report.

Item 1A. Risk Factors

Investing in our common stock involves a high degree of risk. You should carefully read and consider the following risk factors and all other information contained in this report. If any of the following risks, as well as additional risks and uncertainties not currently known to us or that we currently deem immaterial, occur, our business, financial condition or results of operations could be materially and adversely affected. The risk factors summarized below are categorized as follows: (i) Risks Related to Our Business, (ii) Risks Related to Our Manager, (iii) Risks Related to the Financial Markets, (iv) Risks Related to Our Taxation as a REIT and (v) Risks Related to Our Common Stock. However, these categories do overlap and should not be considered exclusive.

Risks Related to Our Business

We may not be able to successfully operate our business strategy or generate sufficient revenue to make or sustain distributions to our stockholders.

We cannot assure you that we will be able to successfully operate our business or implement our operating policies and strategies. There can be no assurance that we will be able to generate sufficient returns to pay our operating expenses and make satisfactory distributions to our stockholders, or any distributions at all. Our results of operations and our ability to make or sustain distributions to our stockholders depend on several factors, including the availability of opportunities to acquire attractive assets, the level and volatility of interest rates, the availability of adequate short- and long-term financing, and conditions in the real estate market, the financial markets and economic conditions.

The value of our investments is based on various assumptions that could prove to be incorrect and could have a negative impact on our financial results.

When we make investments, we base the price we pay and, in some cases, the rate of amortization of those investments on, among other things, our projection of the cash flows from the related pool of loans. We generally record such investments on our balance sheet at fair value, and we measure their fair value on a recurring basis. Our projections of the cash flow from our investments, and the determination of the fair value thereof, are based on assumptions about various factors, including, but not limited to:

- rates of prepayment and repayment of the underlying loans;
- potential fluctuations in prevailing interest rates and credit spreads;
- rates of delinquencies and defaults, and related loss severities;
- costs of engaging a subservicer to service MSRs;
- market discount rates;
- in the case of MSRs and Excess MSRs, recapture rates; and
- in the case of Servicer Advance Investments and servicer advances receivable, the amount and timing of servicer advances and recoveries.

Our assumptions could differ materially from actual results. The use of different estimates or assumptions in connection with the valuation of these investments could produce materially different fair values for such investments, which could have a material adverse effect on our consolidated financial position and results of operations. The ultimate realization of the value of our investments may be materially different than the fair values of such investments as reflected in our Consolidated Financial Statements as of any particular date.

We refer to our MSRs, mortgage servicing rights financing receivables, Excess MSRs, and the base fee portion of the related MSRs included in our Servicer Advance Investments, collectively, as our interests in MSRs.

With respect to our investments in interests in MSRs, residential mortgage loans and consumer loans, and a portion of our RMBS, when the related loans are prepaid as a result of a refinancing or otherwise, the related cash flows payable to us will either, in the case of interest-only RMBS, and/or interests in MSRs, cease (unless, in the case of our interests in MSRs, the loans are recaptured upon a refinancing), or we will cease to receive interest income on such investments, as applicable. Borrowers under residential mortgage loans and consumer loans are generally permitted to prepay their loans at any time without penalty. Our expectation of prepayment rates is a significant assumption underlying our cash flow projections. Prepayment rate is the measurement of how quickly borrowers pay down the UPB of their loans or how quickly loans are otherwise brought current, modified, liquidated or charged off. A significant increase in prepayment rates could materially reduce the ultimate cash flows and/or interest income, as applicable, we receive from our investments, and we could ultimately receive substantially less than what we paid for such assets, decreasing the fair value of our investments. If the fair value of our investment portfolio decreases, we would generally be required to record a non-cash charge, which would have a negative impact on our financial results. Consequently, the price we pay to acquire our investments may prove to be too high if there is a significant increase in prepayment rates.

The values of our investments are highly sensitive to changes in interest rates. Historically, the value of MSRs, which underpin the value of our investments, including interests in MSRs, has increased when interest rates rise and decreased when interest rates decline due to the effect of changes in interest rates on prepayment rates. Prepayment rates could increase as a result of a general economic recovery or other factors, which would reduce the value of our interests in MSRs.

Moreover, delinquency rates have a significant impact on the value of our investments. When the UPB of mortgage loans cease to be a part of the aggregate UPB of the serviced loan pool (for example, when delinquent loans are foreclosed on or repurchased, or otherwise sold, from a securitized pool), the related cash flows payable to us, as the holder of an interest in the related MSR, cease. An increase in delinquencies will generally result in lower revenue because typically we will only collect on our interests in MSRs from GSEs or mortgage owners for performing loans. An increase in delinquencies with respect to the loans underlying our servicer advances could also result in a higher advance balance and the need to obtain additional financing, which we may not be able to do on favorable terms or at all. Additionally, in the case of residential mortgage loans, consumer loans and RMBS that we own, an increase in foreclosures could result in an acceleration of repayments, resulting in a decrease in interest income. Alternatively, increases in delinquencies and defaults could also adversely affect our investments in RMBS, residential mortgage loans and/or consumer loans if and to the extent that losses are suffered on residential mortgage loans, consumer loans or, in the case of RMBS, the residential mortgage loans underlying such RMBS. Accordingly, if delinquencies are significantly greater than expected, the estimated fair value of these investments could be diminished. As a result, we could suffer a loss, which would have a negative impact on our financial results.

We are party to several “recapture agreements” whereby our MSR or Excess MSR is retained if the applicable Servicing Partner originates a new loan the proceeds of which are used to repay a loan underlying an MSR or Excess MSR in our portfolio. We believe that such agreements will mitigate the impact on our returns in the event of a rise in voluntary prepayment rates, with respect to investments where we have such agreements. There are no assurances, however, that counterparties will enter into such arrangements with us in connection with any future investment in MSRs or Excess MSRs. We are not party to any such arrangements with respect to any of our investments other than MSRs and Excess MSRs.

If the applicable Servicing Partner does not meet anticipated recapture targets, the servicing cash flow on a given pool could be significantly lower than projected, which could have a material adverse effect on the value of our MSRs or Excess MSRs and consequently on our business, financial condition, results of operations and cash flows. Our recapture target for our current recapture agreements is stated in the table in Note 12 to our Consolidated Financial Statements.

Servicer advances may not be recoverable or may take longer to recover than we expect, which could cause us to fail to achieve our targeted return on our Servicer Advance Investments or MSRs.

NRM is generally required to make servicer advances related to the pools of loans for which it is the named servicer. In addition, we have agreed (in the case of Nationstar, together with certain third-party investors) to purchase from certain of our Servicing Partners all servicer advances related to certain loan pools, as a result of which we are entitled to amounts representing repayment for such advances. During any period in which a borrower is not making payments, a servicer is generally required under the applicable servicing agreement to advance its own funds to cover the principal and interest remittances due to investors in the loans, pay property taxes and insurance premiums to third parties, and to make payments for legal expenses and other protective advances. The servicer also advances funds to maintain, repair and market real estate properties on behalf of investors in the loans.

Repayment of servicer advances and payment of deferred servicing fees are generally made from late payments and other collections and recoveries on the related residential mortgage loan (including liquidation, insurance and condemnation proceeds) or, if the related servicing agreement provides for a “general collections backstop,” from collections on other residential mortgage loans

to which such servicing agreement relates. The rate and timing of payments on servicer advances and deferred servicing fees are unpredictable for several reasons, including the following:

- payments on the servicer advances and the deferred servicing fees depend on the source of repayment, and whether and when the related servicer receives such payment (certain servicer advances are reimbursable only out of late payments and other collections and recoveries on the related residential mortgage loan, while others are also reimbursable out of principal and interest collections with respect to all residential mortgage loans serviced under the related servicing agreement, and as a consequence, the timing of such reimbursement is highly uncertain);
- the length of time necessary to obtain liquidation proceeds may be affected by conditions in the real estate market or the financial markets generally, the availability of financing for the acquisition of the real estate and other factors, including, but not limited to, government intervention;
- the length of time necessary to effect a foreclosure may be affected by variations in the laws of the particular jurisdiction in which the related mortgaged property is located, including whether or not foreclosure requires judicial action;
- the requirements for judicial actions for foreclosure (which can result in substantial delays in reimbursement of servicer advances and payment of deferred servicing fees), which vary from time to time as a result of changes in applicable state law; and
- the ability of the related servicer to sell delinquent residential mortgage loans to third parties prior to a sale of the underlying real estate, resulting in the early reimbursement of outstanding unreimbursed servicer advances in respect of such residential mortgage loans.

As home values change, the servicer may have to reconsider certain of the assumptions underlying its decisions to make advances. In certain situations, its contractual obligations may require the servicer to make certain advances for which it may not be reimbursed. In addition, when a residential mortgage loan defaults or becomes delinquent, the repayment of the advance may be delayed until the residential mortgage loan is repaid or refinanced, or a liquidation occurs. To the extent that one of our Servicing Partners fails to recover the servicer advances in which we have invested, or takes longer than we expect to recover such advances, the value of our investment could be adversely affected and we could fail to achieve our expected return and suffer losses.

Servicing agreements related to residential mortgage securitization transactions generally require a residential mortgage servicer to make servicer advances in respect of serviced residential mortgage loans unless the servicer determines in good faith that the servicer advance would not be ultimately recoverable from the proceeds of the related residential mortgage loan, mortgaged property or mortgagor. In many cases, if the servicer determines that a servicer advance previously made would not be recoverable from these sources, the servicer is entitled to withdraw funds from the related custodial account in respect of payments on the related pool of serviced mortgages to reimburse the related servicer advance. This is what is often referred to as a “general collections backstop.” The timing of when a servicer may utilize a general collections backstop can vary (some contracts require actual liquidation of the related loan first, while others do not), and contracts vary in terms of the types of servicer advances for which reimbursement from a general collections backstop is available. Accordingly, a servicer may not ultimately be reimbursed if both (i) the payments from related loan, property or mortgagor payments are insufficient for reimbursement, and (ii) a general collections backstop is not available or is insufficient. Also, if a servicer improperly makes a servicer advance, it would not be entitled to reimbursement. While we do not expect recovery rates to vary materially during the term of our investments, there can be no assurance regarding future recovery rates related to our portfolio.

We rely heavily on our Servicing Partners to achieve our investment objective and have no direct ability to influence their performance.

The value of substantially all of our investments is dependent on the satisfactory performance of servicing obligations by the related mortgage servicer or subservicer, as applicable. The duties and obligations of mortgage servicers are defined through contractual agreements, generally referred to as Servicing Guides in the case of GSEs, the MBS Guide in the case of Ginnie Mae or pooling agreements, securitization servicing agreements, pooling and servicing agreements or other similar agreements (collectively, “PSAs”) in the case of Non-Agency RMBS (collectively, the “Servicing Guidelines”). The duties of the subservicers we engage to service the loans underlying our MSRs are contained in subservicing agreements with our subservicers. The duties of a subservicer under a subservicing agreement may not be identical to the obligations of the servicer under Servicing Guidelines. Our interests in MSRs are subject to all of the terms and conditions of the applicable Servicing Guidelines. Servicing Guidelines generally provide for the possibility of termination of the contractual rights of the servicer in the absolute discretion of the owner of the mortgages being serviced (or the required bondholders in the case of Non-Agency RMBS). Under the Agency Servicing Guidelines, the servicer may be terminated by the applicable Agency for any reason, “with” or “without” cause, for all or any portion of the loans being serviced for such Agency. In the event mortgage owners (or bondholders) terminate the servicer (regardless of whether such servicer is a subsidiary of New Residential or one of its subservicers), the related interests in MSRs would under most circumstances lose all value on a going forward basis. If the servicer is terminated as servicer for any Agency pools, the servicer’s right to service the related mortgage loans will be extinguished and our interests in related MSRs will likely lose all of

their value. Any recovery in such circumstances, in the case of Non-Agency RMBS, will be highly conditioned and may require, among other things, a new servicer willing to pay for the right to service the applicable residential mortgage loans while assuming responsibility for the origination and prior servicing of the residential mortgage loans. In addition, in the case of Agency MSRs, any payment received from a successor servicer will be applied first to pay the applicable Agency for all of its claims and costs, including claims and costs against the servicer that do not relate to the residential mortgage loans for which we own interests in the MSRs. A termination could also result in an event of default under our related financings. It is expected that any termination of a servicer by mortgage owners (or bondholders) would take effect across all mortgages of such mortgage owners (or bondholders) and would not be limited to a particular vintage or other subset of mortgages. Therefore, it is possible that all investments with a given servicer would lose all their value in the event mortgage owners (or bondholders) terminate such servicer. See "—We have significant counterparty concentration risk in certain of our Servicing Partners, and are subject to other counterparty concentration and default risks." As a result, we could be materially and adversely affected if one of our Servicing Partners is unable to adequately carry out its duties as a result of:

- its failure to comply with applicable laws and regulations;
- its failure to comply with contractual and financing obligations and covenants;
- a downgrade in, or failure to maintain, any of its servicer ratings;
- its failure to maintain sufficient liquidity or access to sources of liquidity;
- its failure to perform its loss mitigation obligations;
- its failure to perform adequately in its external audits;
- a failure in or poor performance of its operational systems or infrastructure;
- regulatory or legal scrutiny or regulatory actions regarding any aspect of a servicer's operations, including, but not limited to, servicing practices and foreclosure processes lengthening foreclosure timelines;
- an Agency's or a whole-loan owner's transfer of servicing to another party; or
- any other reason.

In the ordinary course of business, our Servicing Partners are subject to numerous legal proceedings, federal, state or local governmental examinations, investigations or enforcement actions, which could adversely affect their reputation and their liquidity, financial position and results of operations. Mortgage servicers, including certain of our Servicing Partners, have experienced heightened regulatory scrutiny and enforcement actions, and our Servicing Partners could be adversely affected by the market's perception that they could experience, or continue to experience, regulatory issues. See "—Certain of our Servicing Partners have been and are subject to federal and state regulatory matters and other litigation, which may adversely impact us." In light of recent regulatory actions against Ocwen, we cannot assure you that Ocwen will not be removed as servicer by the Agencies or by bondholders, which could have a material adverse effect on our interests in MSRs serviced or subserviced by Ocwen.

Loss mitigation techniques are intended to reduce the probability that borrowers will default on their loans and to minimize losses when defaults occur, and they may include the modification of mortgage loan rates, principal balances and maturities. If any of our Servicing Partners fail to adequately perform their loss mitigation obligations, we could be required to make or purchase, as applicable, servicer advances in excess of those that we might otherwise have had to make or purchase, and the time period for collecting servicer advances may extend. Any increase in servicer advances or material increase in the time to resolution of a defaulted loan could result in increased capital requirements and financing costs for us and our co-investors and could adversely affect our liquidity and net income. In the event that one of our servicers from which we are obligated to purchase servicer advances is required by the applicable Servicing Guidelines to make advances in excess of amounts that we or, in the case of Nationstar, the co-investors, are willing or able to fund, such servicer may not be able to fund these advance requests, which could result in a termination event under the applicable Servicing Guidelines, an event of default under our advance facilities and a breach of our purchase agreement with such servicer. As a result, we could experience a partial or total loss of the value of our Servicer Advance Investments.

MSRs and servicer advances are subject to numerous federal, state and local laws and regulations and may be subject to various judicial and administrative decisions. If the Servicing Partner actually or allegedly failed to comply with applicable laws, rules or regulations, it could be terminated as the servicer, and could lead to civil and criminal liability, loss of licensing, damage to our reputation and litigation, which could have a material adverse effect on our business, financial condition, results of operations or cash flows. In addition, servicer advances that are improperly made may not be eligible for financing under our facilities and may not be reimbursable by the related securitization trust or other owner of the residential mortgage loan, which could cause us to suffer losses.

Favorable servicer ratings from third-party rating agencies, such as S&P Global Ratings ("S&P"), Moody's Investors Service ("Moody's") and Fitch Ratings ("Fitch"), are important to the conduct of a mortgage servicer's loan servicing business, and a downgrade in a Servicing Partner's servicer ratings could have an adverse effect on the value of our interests in MSRs and result in an event of default under our financings. Downgrades in a Servicing Partner's servicer ratings could adversely affect our ability

to finance our assets and maintain their status as an approved servicer by Fannie Mae and Freddie Mac. Downgrades in servicer ratings could also lead to the early termination of existing advance facilities and affect the terms and availability of financing that a Servicing Partner or we may seek in the future. A Servicing Partner's failure to maintain favorable or specified ratings may cause their termination as a servicer and may impair their ability to consummate future servicing transactions, which could result in an event of default under our financing for servicer advances and have an adverse effect on the value of our investments because we will rely heavily on Servicing Partners to achieve our investment objectives and have no direct ability to influence their performance.

For additional information about the ways in which we may be affected by mortgage servicers, see "—The value of our interests in MSRs, servicer advances, residential mortgage loans and RMBS may be adversely affected by deficiencies in servicing and foreclosure practices, as well as related delays in the foreclosure process."

A number of lawsuits, including class-actions, have been filed against mortgage servicers alleging improper servicing in connection with residential non-agency mortgage securitizations. Investors in, and counterparties to, such securitizations may commence legal action against us and responding to such claims, and any related losses, could negatively impact our business.

A number of lawsuits, including class actions, have been filed against mortgage servicers alleging improper servicing in connection with residential non-agency mortgage securitizations. Investors in, and counterparties to, such securitizations may commence legal action against us and responding to such claims, and any related losses, could negatively impact our business. The number of counterparties on behalf of which we service loans significantly increases as the size of our non-agency MSR portfolio increases and we may become subject to claims and legal proceedings, including purported class-actions, in the ordinary course of our business, challenging whether our loan servicing practices and other aspects of our business comply with applicable laws, agreements and regulatory requirements. We are unable to predict whether any such claims will be made, the ultimate outcome of any such claims, the possible loss, if any, associated with the resolution of such claims or the potential impact any such claims may have on us or our business and operations. Regardless of the merit of any such claims or lawsuits, defending any claims or lawsuits may be time consuming and costly and we may be required to expend significant internal resources and incur material expenses, and management time may be diverted from other aspects of our business, in connection therewith. Further, if our efforts to defend any such claims or lawsuits are not successful, our business could be materially and adversely affected. As a result of investor and other counterparty claims, we could also suffer reputational damage and trustees, lenders and other counterparties could cease wanting to do business with us.

Certain of our Servicing Partners have been and are subject to federal and state regulatory matters and other litigation, which may adversely impact us.

Regulatory actions or legal proceedings against certain of our Servicing Partners could increase our financing costs or operating expenses, reduce our revenues or otherwise materially adversely affect our business, financial condition, results of operations and liquidity. Such Servicing Partners may be subject to additional federal and state regulatory matters in the future that could materially and adversely affect the value of our investments to the extent we rely on them to achieve our investment objectives because we have no direct ability to influence their performance. Certain of our Servicing Partners have disclosed certain matters in their periodic reports filed with the SEC, and there can be no assurance that such events will not have a material adverse effect on them. We are currently evaluating the impact of such events and cannot assure you what impact these events may have or what actions we may take under our agreements with the servicer. In addition, any of our Servicing Partners could be removed as servicer by the related loan owner or certain other transaction counterparties, which could have a material adverse effect on our interests in the loans and MSRs serviced by such Servicing Partner.

In addition, certain of our Servicing Partners have been and continue to be subject to regulatory and governmental examinations, information requests and subpoenas, inquiries, investigations and threatened legal actions and proceedings. In connection with formal and informal inquiries, such Servicing Partners may receive numerous requests, subpoenas and orders for documents, testimony and information in connection with various aspects of their activities, including whether certain of their residential loan servicing and originations practices, bankruptcy practices and other aspects of their business comply with applicable laws and regulatory requirements. Such Servicing Partners cannot provide any assurance as to the outcome of any of the aforementioned actions, proceedings or inquiries, or that such outcomes will not have a material adverse effect on their reputation, business, prospects, results of operations, liquidity or financial condition.

Completion of the pending transactions related to MSRs (the "MSR Transactions") is subject to various closing conditions, involves significant costs, and we cannot assure you if, when or the terms on which such transactions will close. Failure to complete the pending MSR Transactions could adversely affect our future business and results of operations.

We have entered into an agreement for the purchase and sale of approximately $60.1 billion UPB of MSRs and related servicer advances from PHH (the various aspects of such transaction, the "PHH Transaction"). Although we have completed a portion of the MSR transfers contemplated by the PHH Transaction, the completion of the pending portions of the PHH Transaction is subject to the satisfaction of closing conditions, consents of third parties and certain actions by rating agencies and we cannot assure you that such conditions will be satisfied or that such portions of the PHH Transaction will be successfully completed on their current terms, if at all. In the event that any portion of the PHH Transaction is not consummated, we will have spent considerable time and resources, and incurred substantial costs, many of which must be paid even if the PHH Transaction is not completed. The purchase settled in stages during 2017. As of December 31, 2017, MSRs, and related servicer advances receivables, with respect to private-label residential mortgage loans of approximately $6.0 billion in total UPB with a purchase price of approximately $35.5 million had not been settled.

In addition, we have entered into an agreement for Ocwen to transfer its remaining interests in $110.0 billion of UPB of non-Agency MSRs to NRM (the "Ocwen Subject MSRs"). We currently hold certain interests in the Ocwen Subject MSRs (including all servicer advances) pursuant to existing agreements with Ocwen. The transfer of Ocwen's interests in the Ocwen Subject MSRs is subject to numerous consents of third parties and certain actions by rating agencies. While certain of the Ocwen Subject MSRs have previously transferred to NRM, there is no assurance that we will be able to obtain such consents in order to transfer Ocwen's interests in the Ocwen Subject MSRs to NRM. We have spent considerable time and resources, and incurred substantial costs, in connection with the negotiation of such transaction and we will incur such costs even if the Ocwen Subject MSRs cannot be transferred to NRM. As of December 31, 2017, MSRs representing approximately $14.8 billion UPB of underlying loans have been transferred pursuant to the Ocwen Transaction, and MSRs representing approximately $86.8 billion UPB of underlying loans remain to be transferred (after paydowns and other factors).

We may be unable to become the named servicer in respect of certain Non-Agency MSRs because, among other potential reasons, we do not maintain any servicer ratings from rating agencies. If we are unable to become the named servicer in respect of any of the Ocwen Subject MSRs in accordance with the Ocwen Transaction (Note 5 to our Consolidated Financial Statements), Ocwen has the right, in certain circumstances, to purchase from us our interests in the related MSRs. In such a situation, we will be required to sell Ocwen those assets (and will cease to receive income on those investments) and/or may be required to refinance certain indebtedness on terms that are not favorable to us.

Our ability to acquire MSRs may be subject to the approval of various third parties and such approvals may not be provided on a timely basis or at all, or may be subject to conditions, representations and warranties and indemnities.

Our ability to acquire MSRs may be subject to the approval of various third parties and such approvals may not be provided on a timely basis or at all, or may be conditioned upon our satisfaction of significant conditions which could require material expenditures and the provision of significant representations, warranties and indemnities. Such third parties may include the Agencies and the Federal Housing Finance Agency ("FHFA") with respect to agency MSRs, and securitization trustees, master servicers, depositors, rating agencies and insurers, among others, with respect to non-agency MSRs. The process of obtaining any such approvals required for a servicing transfer, especially with respect to non-agency MSRs, may be time consuming and costly and we may be required to expend significant internal resources and incur material expenses in connection with such transactions. Further, the parties from whom approval is necessary may require that we provide significant representations and warranties and broad indemnities as a condition to their consent, which such representations and warranties and indemnities, if given, may expose us to material risks in addition to those arising under the related servicing agreements. Consenting parties may also charge a material consent fee and may require that we reimburse them for the legal expenses they incur in connection with their approval of the servicing transfer, which such expenses may include costs relating to substantial contract due diligence and may be significant. No assurance can be given that we will be able to successfully obtain the consents required to acquire the MSRs that we have agreed to purchase.

We have significant counterparty concentration risk in certain of our Servicing Partners and are subject to other counterparty concentration and default risks.

We are not restricted from dealing with any particular counterparty or from concentrating any or all of our transactions with a few counterparties. Any loss suffered by us as a result of a counterparty defaulting, refusing to conduct business with us or imposing more onerous terms on us would also negatively affect our business, results of operations, cash flows and financial condition.

Our interests in MSRs relate to loans serviced or subserviced, as applicable, by our Servicing Partners. As disclosed in Notes 4, 5, and 6 of our Consolidated Financial Statements, certain of our Servicing Partners service and/or subservice a substantial portion

of our interests in MSRs. If any of these Servicing Partners is the named servicer of the related MSR and is terminated, its servicing performance deteriorates, or in the event that any of them files for bankruptcy, our expected returns on these investments could be severely impacted. In addition, a large portion of the loans underlying our Non-Agency RMBS are serviced by certain of our Servicing Partners. We closely monitor our Servicing Partners' mortgage servicing performance and overall operating performance, financial condition and liquidity, as well as their compliance with applicable regulations and Servicing Guidelines. We have various information, access and inspection rights in our agreements with these Servicing Partners that enable us to monitor aspects of their financial and operating performance and credit quality, which we periodically evaluate and discuss with their management. However, we have no direct ability to influence our Servicing Partners' performance, and our diligence cannot prevent, and may not even help us anticipate, the termination of any such Servicing Partners' servicing agreement or a severe deterioration of any of our Servicing Partners' servicing performance on our portfolio of interests in MSRs.

Furthermore, certain of our Servicing Partners are subject to numerous legal proceedings, federal, state or local governmental examinations, investigations or enforcement actions, which could adversely affect their operations, reputation and liquidity, financial position and results of operations. See "—Certain of our Servicing Partners have been and are subject to federal and state regulatory matters and other litigation, which may adversely impact us" for more information.

None of our Servicing Partners has an obligation to offer us any future co-investment opportunity on the same terms as prior transactions, or at all, and we may not be able to find suitable counterparties from which to acquire interests in MSRs, which could impact our business strategy. See "—We rely heavily on our Servicing Partners to achieve our investment objective and have no direct ability to influence their performance."

Repayment of the outstanding amount of servicer advances (including payment with respect to deferred servicing fees) may be subject to delay, reduction or set-off in the event that the related Servicing Partner breaches any of its obligations under the Servicing Guidelines, including, without limitation, any failure of such Servicing Partner to perform its servicing and advancing functions in accordance with the terms of such Servicing Guidelines. If any applicable Servicing Partner is terminated or resigns as servicer and the applicable successor servicer does not purchase all outstanding servicer advances at the time of transfer, collection of the servicer advances will be dependent on the performance of such successor servicer and, if applicable, reliance on such successor servicer's compliance with the "first-in, first-out" or "FIFO" provisions of the Servicing Guidelines. In addition, such successor servicers may not agree to purchase the outstanding advances on the same terms as our current purchase arrangements and may require, as a condition of their purchase, modification to such FIFO provisions, which could further delay our repayment and adversely affect the returns from our investment.

We are subject to substantial other operational risks associated with our Servicing Partners in connection with the financing of servicer advances. In our current financing facilities for servicer advances, the failure of our Servicing Partner to satisfy various covenants and tests can result in an amortization event and/or an event of default. We have no direct ability to control our Servicing Partners' compliance with those covenants and tests. Failure of our Servicing Partners to satisfy any such covenants or tests could result in a partial or total loss on our investment.

In addition, our Servicing Partners are party to our servicer advance financing agreements, with respect to those advances where they service or subservice the loans underlying the related MSRs. Our ability to obtain financing for these assets is dependent on our Servicing Partners' agreement to be a party to the related financing agreements. If our Servicing Partners do not agree to be a party to these financing agreements for any reason, we may not be able to obtain financing on favorable terms or at all. Our ability to obtain financing on such assets is dependent on our Servicing Partners' ability to satisfy various tests under such financing arrangements. Breaches and other events with respect to our Servicing Partners (which may include, without limitation, failure of a Servicing Partner to satisfy certain financial tests) could cause certain or all of the relevant servicer advance financing to become due and payable prior to maturity.

We are dependent on our Servicing Partners as the servicer or subservicer of the residential mortgage loans with respect to which we hold interests in MSRs, and their servicing practices may impact the value of certain of our assets. We may be adversely impacted:

- By regulatory actions taken against our Servicing Partners;
- By a default by one of our Servicing Partners under their debt agreements;
- By downgrades in our Servicing Partners' servicer ratings;
- If our Servicing Partners fail to ensure their servicer advances comply with the terms of their PSAs;
- If our Servicing Partners were terminated as servicer under certain PSAs;
- If our Servicing Partners become subject to a bankruptcy proceeding; or
- If our Servicing Partners fail to meet their obligations or are deemed to be in default under the indenture governing notes issued under any servicer advance facility with respect to which such Servicing Partner is the servicer.

Our interests in MSRs relate to loans serviced or subserviced, as applicable, by our Servicing Partners. As disclosed in Notes 4, 5, and 6 of our Consolidated Financial Statements, certain of our Servicing Partners service and/or subservice a substantial portion of our interests in MSRs. In addition, Nationstar is currently the servicer for a significant portion of our loans, and the loans underlying our RMBS. If the servicing performance of one of our subservicers deteriorates, if one of our subservicers files for bankruptcy or if one of our subservicers is otherwise unwilling or unable to continue to subservice MSRs for us, our expected returns on these investments would be severely impacted. In addition, if a subservicer becomes subject to a regulatory consent order or similar enforcement proceeding, that regulatory action could adversely affect us in several ways. For example, the regulatory action could result in delays of transferring servicing from an interim subservicer to our designated successor subservicer or cause the subservicer's performance to degrade. Any such development would negatively affect our expected returns on these investments, and such effect could be materially adverse to our business and results of operations. We closely monitor each subservicer's mortgage servicing performance and overall operating performance, financial condition and liquidity, as well as its compliance with applicable regulations and GSE servicing guidelines. We have various information, access and inspection rights in our respective agreements with our subservicers that enable us to monitor aspects of their financial and operating performance and credit quality, which we periodically evaluate and discuss with each subservicer's respective management. However, we have no direct ability to influence each subservicer's performance, and our diligence cannot prevent, and may not even help us anticipate, a severe deterioration of each subservicer's respective servicing performance on our MSR portfolio.

In addition, a material portion of the consumer loans in which we have invested are serviced by OneMain. If OneMain is terminated as the servicer of some or all of these portfolios, or in the event that it files for bankruptcy or is otherwise unable to continue to service such loans, our expected returns on these investments could be severely impacted.

Moreover, we are party to repurchase agreements with a limited number of counterparties. If any of our counterparties elected not to roll our repurchase agreements, we may not be able to find a replacement counterparty, which would have a material adverse effect on our financial condition.

Our risk-management processes may not accurately anticipate the impact of market stress or counterparty financial condition, and as a result, we may not take sufficient action to reduce our risks effectively. Although we will monitor our credit exposures, default risk may arise from events or circumstances that are difficult to detect, foresee or evaluate. In addition, concerns about, or a default by, one large participant could lead to significant liquidity problems for other participants, which may in turn expose us to significant losses.

In the event of a counterparty default, particularly a default by a major investment bank or Servicing Partner, we could incur material losses rapidly, and the resulting market impact of a major counterparty default could seriously harm our business, results of operations, cash flows and financial condition. In the event that one of our counterparties becomes insolvent or files for bankruptcy, our ability to eventually recover any losses suffered as a result of that counterparty's default may be limited by the liquidity of the counterparty or the applicable legal regime governing the bankruptcy proceeding.

A bankruptcy of any of our Servicing Partners could materially and adversely affect us.

If any of our Servicing Partners becomes subject to a bankruptcy proceeding, we could be materially and adversely affected, and you could suffer losses, as discussed below.

A sale of MSRs or interests in MSRs and servicer advances or other assets, including loans, could be re-characterized as a pledge of such assets in a bankruptcy proceeding.

We believe that a mortgage servicer's transfer to us of MSRs or interests in MSRs and servicer advances or any other asset transferred pursuant to a related purchase agreement, including loans, constitutes a sale of such assets, in which case such assets would not be part of such servicer's bankruptcy estate. The servicer (as debtor-in-possession in the bankruptcy proceeding), a bankruptcy trustee appointed in such servicer's bankruptcy proceeding, or any other party in interest, however, might assert in a bankruptcy proceeding MSRs or interests in MSRs and servicer advances or any other assets transferred to us pursuant to the related purchase agreement were not sold to us but were instead pledged to us as security for such servicer's obligation to repay amounts paid by us to the servicer pursuant to the related purchase agreement. We generally create and perfect security interests with respect to the MSRs that we acquire, though we do not do so in all instances. If such assertion were successful, all or part of the MSRs or interests in MSRs and servicer advances or any other asset transferred to us pursuant to the related purchase agreement would constitute property of the bankruptcy estate of such servicer, and our rights against the servicer could be those of a secured creditor with a lien on such present and future assets. Under such circumstances, cash proceeds generated from our collateral would constitute "cash collateral" under the provisions of the U.S. bankruptcy laws. Under U.S. bankruptcy laws, the servicer could not use our cash collateral without either (a) our consent or (b) approval by the bankruptcy court, subject to providing us

with “adequate protection” under the U.S. bankruptcy laws. In addition, under such circumstances, an issue could arise as to whether certain of these assets generated after the commencement of the bankruptcy proceeding would constitute after-acquired property excluded from our entitlement pursuant to the U.S. bankruptcy laws.

If such a recharacterization occurs, the validity or priority of our security interest in the MSRs or interests in MSRs and servicer advances or other assets could be challenged in a bankruptcy proceeding of such servicer.

If the purchases pursuant to the related purchase agreement are recharacterized as secured financings as set forth above, we nevertheless created and perfected security interests with respect to the MSRs or interests in MSRs and servicer advances and other assets that we may have purchased from such servicer by including a pledge of collateral in the related purchase agreement and filing financing statements in appropriate jurisdictions. Nonetheless, to the extent we have created and perfected a security interest, our security interests may be challenged and ruled unenforceable, ineffective or subordinated by a bankruptcy court, and the amount of our claims may be disputed so as not to include all MSRs or interests in MSRs and servicer advances to be collected. If this were to occur, or if we have not created a security interest, then the servicer’s obligations to us with respect to purchased MSRs or interests in MSRs and servicer advances or other assets would be deemed unsecured obligations, payable from unencumbered assets to be shared among all of such servicer’s unsecured creditors. In addition, even if the security interests are found to be valid and enforceable, if a bankruptcy court determines that the value of the collateral is less than such servicer’s underlying obligations to us, the difference between such value and the total amount of such obligations will be deemed an unsecured “deficiency” claim and the same result will occur with respect to such unsecured claim. In addition, even if the security interest is found to be valid and enforceable, such servicer would have the right to use the proceeds of our collateral subject to either (a) our consent or (b) approval by the bankruptcy court, subject to providing us with “adequate protection” under U.S. bankruptcy laws. Such servicer also would have the ability to confirm a chapter 11 plan over our objections if the plan complied with the “cramdown” requirements under U.S. bankruptcy laws.

Payments made by a servicer to us could be voided by a court under federal or state preference laws.

If one of our Servicing Partners were to file, or to become the subject of, a bankruptcy proceeding under the United States Bankruptcy Code or similar state insolvency laws, and our security interest (if any) is declared unenforceable, ineffective or subordinated, payments previously made by a servicer to us pursuant to the related purchase agreement may be recoverable on behalf of the bankruptcy estate as preferential transfers. Among other reasons, a payment could constitute a preferential transfer if a court were to find that the payment was a transfer of an interest of property of such servicer that:

- Was made to or for the benefit of a creditor;
- Was for or on account of an antecedent debt owed by such servicer before that transfer was made;
- Was made while such servicer was insolvent (a company is presumed to have been insolvent on and during the 90 days preceding the date the company’s bankruptcy petition was filed);
- Was made on or within 90 days (or if we are determined to be a statutory insider, on or within one year) before such servicer’s bankruptcy filing;
- Permitted us to receive more than we would have received in a Chapter 7 liquidation case of such servicer under U.S. bankruptcy laws; and
- Was a payment as to which none of the statutory defenses to a preference action apply.

If the court were to determine that any payments were avoidable as preferential transfers, we would be required to return such payments to such servicer’s bankruptcy estate and would have an unsecured claim against such servicer with respect to such returned amounts.

Payments made to us by such servicer, or obligations incurred by it, could be voided by a court under federal or state fraudulent conveyance laws.

The mortgage servicer (as debtor-in-possession in the bankruptcy proceeding), a bankruptcy trustee appointed in such servicer’s bankruptcy proceeding, or another party in interest could also claim that such servicer’s transfer to us of MSRs or interests in MSRs and servicer advances or other assets or such servicer’s agreement to incur obligations to us under the related purchase agreement was a fraudulent conveyance. Under U.S. bankruptcy laws and similar state insolvency laws, transfers made or obligations incurred could be voided if, among other reasons, such servicer, at the time it made such transfers or incurred such obligations: (a) received less than reasonably equivalent value or fair consideration for such transfer or incurrence and (b) either (i) was insolvent at the time of, or was rendered insolvent by reason of, such transfer or incurrence; (ii) was engaged in, or was about to engage in, a business or transaction for which the assets remaining with such servicer were an unreasonably small capital; or (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature. If any transfer or incurrence is determined to be a fraudulent conveyance, our Servicing Partner, as applicable (as debtor-in-possession in the

bankruptcy proceeding), or a bankruptcy trustee on such Servicing Partner's behalf would be entitled to recover such transfer or to avoid the obligation previously incurred.

Any purchase agreement pursuant to which we purchase interests in MSRs, servicer advances or other assets, including loans, or any subservicing agreement between us and a subservicer on our behalf could be rejected in a bankruptcy proceeding of one of our Servicing Partners or counterparties.

A mortgage servicer (as debtor-in-possession in the bankruptcy proceeding) or a bankruptcy trustee appointed in such servicer's or counterparty's bankruptcy proceeding could seek to reject the related purchase agreement or subservicing agreement with a counterparty and thereby terminate such servicer's or counterparty's obligation to service the MSRs or interests in MSRs and servicer advances or any other asset transferred pursuant to such purchase agreement, and terminate our right to acquire additional assets under such purchase agreement and our right to require such servicer to use commercially reasonable efforts to transfer servicing. If the bankruptcy court approved the rejection, we would have a claim against such servicer or counterparty for any damages from the rejection, and the resulting transfer of our interests in MSRs or servicing of the MSRs relating to our Excess MSRs to another subservicer may result in significant cost and may negatively impact the value of our interests in MSRs.

A bankruptcy court could stay a transfer of servicing to another servicer.

Our ability to terminate a subservicer or to require a mortgage servicer to use commercially reasonable efforts to transfer servicing rights to a new servicer would be subject to the automatic stay in such servicer's bankruptcy proceeding. To enforce this right, we would have to seek relief from the bankruptcy court to lift such stay, and there is no assurance that the bankruptcy court would grant this relief.

Any Subservicing Agreement could be rejected in a bankruptcy proceeding.

If one of our Servicing Partners were to file, or to become the subject of, a bankruptcy proceeding under the United States Bankruptcy Code or similar state insolvency laws, such Servicing Partner (as debtor-in-possession in the bankruptcy proceeding) or the bankruptcy trustee could reject its subservicing agreement with us and terminate such Servicing Partner's obligation to service the MSRs, servicer advances or loans in which we have an investment. Any claim we have for damages arising from the rejection of a subservicing agreement would be treated as a general unsecured claim for purposes of distributions from such Servicing Partner's bankruptcy estate.

Our Servicing Partners could discontinue servicing.

If one of our Servicing Partners were to file, or to become the subject of, a bankruptcy proceeding under the United States Bankruptcy Code, such Servicing Partner could be terminated as servicer (with bankruptcy court approval) or could discontinue servicing, in which case there is no assurance that we would be able to continue receiving payments and transfers in respect of the interests in MSRs, servicer advances and other assets purchased under the related purchase agreement or subserviced under the related subservicing agreement. Even if we were able to obtain the servicing rights or terminate the related subservicer, because we do not and in the future may not have the employees, servicing platforms, or technical resources necessary to service mortgage loans, we would need to engage an alternate subservicer (which may not be readily available on acceptable terms or at all) or negotiate a new subservicing agreement with such servicer, which presumably would be on less favorable terms to us. Any engagement of an alternate subservicer by us would require the approval of the related RMBS trustees or the Agencies, as applicable.

The automatic stay under the United States Bankruptcy Code may prevent the ongoing receipt of servicing fees or other amounts due.

Even if we are successful in arguing that we own the interests in MSRs, servicer advances and other assets, including loans, purchased under the related purchase agreement, we may need to seek relief in the bankruptcy court to obtain turnover and payment of amounts relating to such assets, and there may be difficulty in recovering payments in respect of such assets that may have been commingled with other funds of such servicer.

A bankruptcy of any of our Servicing Partners may default our MSR, Excess MSR and servicer advance financing facilities and negatively impact our ability to continue to purchase interests in MSRs.

If any of our Servicing Partners were to file for bankruptcy or become the subject of a bankruptcy proceeding, it could result in an event of default under certain of our financing facilities that would require the immediate paydown of such facilities. In this scenario, we may not be able to comply with our obligations to purchase interests in MSRs and servicer advances under the related purchase agreements. Notwithstanding this inability to purchase, the related seller may try to force us to continue making such

purchases. If it is determined that we are in breach of our obligations under our purchase agreements, any claims that we may have against such related seller may be subject to offset against claims such seller may have against us by reason of this breach.

GSE initiatives and other actions may adversely affect returns from interests in MSRs.

On January 18, 2011, the FHFA announced that it had instructed Fannie Mae and Freddie Mac to study possible alternatives to the current residential mortgage servicing and compensation system used for single-family mortgage loans. It is unclear what Fannie Mae or Freddie Mac may propose as alternatives to current servicing compensation practices, or when any such alternatives may become effective. Although we do not expect MSRs that have already been created to be subject to any changes implemented by Fannie Mae or Freddie Mac, it is possible that, because of the significant role of Fannie Mae or Freddie Mac in the secondary mortgage market, any changes they implement could become prevalent in the mortgage servicing industry generally. Other industry stakeholders or regulators may also implement or require changes in response to the perception that the current mortgage servicing practices and compensation do not appropriately serve broader housing policy objectives. These proposals are still evolving. To the extent the GSEs implement reforms that materially affect the market for conforming loans, there may be secondary effects on the subprime and Alt-A markets. These reforms may have a material adverse effect on the economics or performance of any interests in MSRs that we may acquire in the future.

Changes to the minimum servicing amount for GSE loans could occur at any time and could impact us in significantly negative ways that we are unable to predict or protect against.

Currently, when a loan is sold into the secondary market for Fannie Mae or Freddie Mac loans, the servicer is generally required to retain a minimum servicing amount ("MSA") of 25 basis points of the UPB for fixed rate mortgages. As has been widely publicized, in September 2011, the FHFA announced that a Joint Initiative on Mortgage Servicing Compensation was seeking public comment on two alternative mortgage servicing compensation structures detailed in a discussion paper. Changes to the MSA structure could significantly impact our business in negative ways that we cannot predict or protect against. For example, the elimination of a MSA could radically change the mortgage servicing industry and could severely limit the supply of interests in MSRs available for sale. In addition, a removal of, or reduction in, the MSA could significantly reduce the recapture rate on the affected loan portfolio, which would negatively affect the investment return on our interests in MSRs. We cannot predict whether any changes to current MSA rules will occur or what impact any changes will have on our business, results of operations, liquidity or financial condition.

Our interests in MSRs may involve complex or novel structures.

Interests in MSRs may entail new types of transactions and may involve complex or novel structures. Accordingly, the risks associated with the transactions and structures are not fully known to buyers and sellers. In the case of interests in MSRs on Agency pools, Agencies may require that we submit to costly or burdensome conditions as a prerequisite to their consent to an investment in, or our financing of, interests in MSRs on Agency pools. Agency conditions, including capital requirements, may diminish or eliminate the investment potential of interests in MSRs on Agency pools by making such investments too expensive for us or by severely limiting the potential returns available from interests in MSRs on Agency pools.

It is possible that an Agency's views on whether any such acquisition structure is appropriate or acceptable may not be known to us when we make an investment and may change from time to time for any reason or for no reason, even with respect to a completed investment. An Agency's evolving posture toward an acquisition or disposition structure through which we invest in or dispose of interests in MSRs on Agency pools may cause such Agency to impose new conditions on our existing interests in MSRs on Agency pools, including the owner's ability to hold such interests in MSRs on Agency pools directly or indirectly through a grantor trust or other means. Such new conditions may be costly or burdensome and may diminish or eliminate the investment potential of the interests in MSRs on Agency pools that are already owned by us. Moreover, obtaining such consent may require us or our co-investment counterparties to agree to material structural or economic changes, as well as agree to indemnification or other terms that expose us to risks to which we have not previously been exposed and that could negatively affect our returns from our investments.

Our ability to finance the MSRs and servicer advances acquired in the MSR Transactions may depend on the related Servicing Partner's cooperation with our financing sources and compliance with certain covenants.

We have in the past and intend to continue to finance some or all of the MSRs or servicer advances acquired in the MSR Transactions, and as a result, we will be subject to substantial operational risks associated with the related Servicing Partners. In our current financing facilities for interests in MSRs and servicer advances, the failure of the related Servicing Partner to satisfy various covenants and tests can result in an amortization event and/or an event of default. Our financing sources may require us to include similar provisions in any financing we obtain relating to the MSRs and servicer advances acquired in the MSR Transactions. If

we decide to finance such assets, we will not have the direct ability to control any party's compliance with any such covenants and tests and the failure of any party to satisfy any such covenants or tests could result in a partial or total loss on our investment. Some financing sources may be unwilling to finance any assets acquired in the MSR Transactions.

In addition, any financing for the MSRs and servicer advances acquired in the MSR Transactions may be subject to regulatory approval and the agreement of the relevant Servicing Partner to be party to such financing agreements. If we cannot get regulatory approval or these parties do not agree to be a party to such financing agreements, we may not be able to obtain financing on favorable terms or at all.

Mortgage servicing is heavily regulated at the U.S. federal, state and local levels, and each transfer of MSRs to our subservicer of such MSRs may not be approved by the requisite regulators.

Mortgage servicers must comply with U.S. federal, state and local laws and regulations. These laws and regulations cover topics such as licensing; allowable fees and loan terms; permissible servicing and debt collection practices; limitations on forced-placed insurance; special consumer protections in connection with default and foreclosure; and protection of confidential, nonpublic consumer information. The volume of new or modified laws and regulations has increased in recent years, and states and individual cities and counties continue to enact laws that either restrict or impose additional obligations in connection with certain loan origination, acquisition and servicing activities in those cities and counties. The laws and regulations are complex and vary greatly among the states and localities, and in some cases, these laws are in conflict with each other or with U.S. federal law. In connection with the MSR Transactions, there is no assurance that each transfer of MSRs to our selected subservicer will be approved by the requisite regulators. If regulatory approval for each such transfer is not obtained, we may incur additional costs and expenses in connection with the approval of another replacement subservicer.

We do not have legal title to the MSRs underlying our Excess MSRs or certain of our Servicer Advance Investments.

We do not have legal title to the MSRs underlying our Excess MSRs or certain of the MSRs related to the transactions contemplated by the purchase agreements pursuant to which we acquire Servicer Advance Investments from Ocwen, SLS and Nationstar, and are subject to increased risks as a result of the related servicer continuing to own the mortgage servicing rights. The validity or priority of our interest in the underlying mortgage servicing could be challenged in a bankruptcy proceeding of the servicer, and the related purchase agreement could be rejected in such proceeding. Any of the foregoing events might have a material adverse effect on our business, financial condition, results of operations and liquidity. As part of the Ocwen Transaction, we and Ocwen have agreed to cooperate to obtain any third party consents required to transfer Ocwen's remaining interest in the Ocwen Subject MSRs to us. As noted above, however, there is no assurance that we will be successful in obtaining those consents.

Many of our investments may be illiquid, and this lack of liquidity could significantly impede our ability to vary our portfolio in response to changes in economic and other conditions or to realize the value at which such investments are carried if we are required to dispose of them.

Many of our investments are illiquid. Illiquidity may result from the absence of an established market for the investments, as well as legal or contractual restrictions on their resale, refinancing or other disposition. Dispositions of investments may be subject to contractual and other limitations on transfer or other restrictions that would interfere with subsequent sales of such investments or adversely affect the terms that could be obtained upon any disposition thereof.

Interests in MSRs are highly illiquid and may be subject to numerous restrictions on transfers, including without limitation the receipt of third-party consents. For example, the Servicing Guidelines of a mortgage owner may require that holders of Excess MSRs obtain the mortgage owner's prior approval of any change of direct ownership of such Excess MSRs. Such approval may be withheld for any reason or no reason in the discretion of the mortgage owner. Moreover, we have not received and do not expect to receive any assurances from any GSEs that their conditions for the sale by us of any interests in MSRs will not change. Therefore, the potential costs, issues or restrictions associated with receiving such GSEs' consent for any such dispositions by us cannot be determined with any certainty. Additionally, interests in MSRs may entail complex transaction structures and the risks associated with the transactions and structures are not fully known to buyers or sellers. As a result of the foregoing, we may be unable to locate a buyer at the time we wish to sell interests in MSRs. There is some risk that we will be required to dispose of interests in MSRs either through an in-kind distribution or other liquidation vehicle, which will, in either case, provide little or no economic benefit to us, or a sale to a co-investor in the interests in MSRs, which may be an affiliate. Accordingly, we cannot provide any assurance that we will obtain any return or any benefit of any kind from any disposition of interests in MSRs. We may not benefit from the full term of the assets and for the aforementioned reasons may not receive any benefits from the disposition, if any, of such assets.

In addition, some of our real estate and other securities may not be registered under the relevant securities laws, resulting in a prohibition against their transfer, sale, pledge or other disposition except in a transaction that is exempt from the registration requirements of, or is otherwise in accordance with, those laws. There are also no established trading markets for a majority of our intended investments. Moreover, certain of our investments, including our investments in consumer loans and certain of our interests in MSRs, are made indirectly through a vehicle that owns the underlying assets. Our ability to sell our interest may be contractually limited or prohibited. As a result, our ability to vary our portfolio in response to changes in economic and other conditions may be limited.

Our real estate and other securities have historically been valued based primarily on third-party quotations, which are subject to significant variability based on the liquidity and price transparency created by market trading activity. A disruption in these trading markets could reduce the trading for many real estate and other securities, resulting in less transparent prices for those securities, which would make selling such assets more difficult. Moreover, a decline in market demand for the types of assets that we hold would make it more difficult to sell our assets. If we are required to liquidate all or a portion of our illiquid investments quickly, we may realize significantly less than the amount at which we have previously valued these investments.

Market conditions could negatively impact our business, results of operations, cash flows and financial condition.

The market in which we operate is affected by a number of factors that are largely beyond our control but can nonetheless have a potentially significant, negative impact on us. These factors include, among other things:

- interest rates and credit spreads;
- the availability of credit, including the price, terms and conditions under which it can be obtained;
- the quality, pricing and availability of suitable investments;
- the ability to obtain accurate market-based valuations;
- the ability of securities dealers to make markets in relevant securities and loans;
- loan values relative to the value of the underlying real estate assets;
- default rates on the loans underlying our investments and the amount of the related losses, and credit losses with respect to our investments;
- prepayment and repayment rates, delinquency rates and legislative/regulatory changes with respect to our investments, and the timing and amount of servicer advances;
- the availability and cost of quality Servicing Partners, and advance, recovery and recapture rates;
- competition;
- the actual and perceived state of the real estate markets, bond markets, market for dividend-paying stocks and public capital markets generally;
- unemployment rates; and
- the attractiveness of other types of investments relative to investments in real estate or REITs generally.

Changes in these factors are difficult to predict, and a change in one factor can affect other factors. For example, at various points in time, increased default rates in the subprime mortgage market played a role in causing credit spreads to widen, reducing availability of credit on favorable terms, reducing liquidity and price transparency of real estate related assets, resulting in difficulty in obtaining accurate mark-to-market valuations, and causing a negative perception of the state of the real estate markets and of REITs generally. Market conditions could be volatile or could deteriorate as a result of a variety of factors beyond our control with adverse effects to our financial condition.

The geographic distribution of the loans underlying, and collateral securing, certain of our investments subjects us to geographic real estate market risks, which could adversely affect the performance of our investments, our results of operations and financial condition.

The geographic distribution of the loans underlying, and collateral securing, our investments, including our interests in MSRs, servicer advances, Non-Agency RMBS and loans, exposes us to risks associated with the real estate and commercial lending industry in general within the states and regions in which we hold significant investments. These risks include, without limitation: possible declines in the value of real estate; risks related to general and local economic conditions; possible lack of availability of mortgage funds; overbuilding; extended vacancies of properties; increases in competition, property taxes and operating expenses; changes in zoning laws; increased energy costs; unemployment; costs resulting from the clean-up of, and liability to third parties for damages resulting from, environmental problems; casualty or condemnation losses; uninsured damages from floods, hurricanes, earthquakes or other natural disasters; and changes in interest rates.

As of December 31, 2017, 24.0% and 19.0% of the total UPB of the residential mortgage loans underlying our Excess MSRs and MSRs, respectively, was secured by properties located in California, which are particularly susceptible to natural disasters such

as fires, earthquakes and mudslides. 8.7% and 6.0% of the total UPB of the residential mortgage loans underlying our Excess MSRs and MSRs, respectively, was secured by properties located in Florida, which are particularly susceptible to natural disasters such as hurricanes and floods. As of December 31, 2017, 38.4% of the collateral securing our Non-Agency RMBS was located in the Western U.S., 23.6% was located in the Southeastern U.S., 20.1% was located in the Northeastern U.S., 10.5% was located in the Midwestern U.S. and 7.3% was located in the Southwestern U.S. We were unable to obtain geographical information for 0.1% of the collateral. As a result of this concentration, we may be more susceptible to adverse developments in those markets than if we owned a more geographically diverse portfolio. To the extent any of the foregoing risks arise in states and regions where we hold significant investments, the performance of our investments, our results of operations, cash flows and financial condition could suffer a material adverse effect.

Many of the RMBS in which we invest are collateralized by subprime mortgage loans, which are subject to increased risks.

Many of the RMBS in which we invest are backed by collateral pools of subprime residential mortgage loans. “Subprime” mortgage loans refer to mortgage loans that have been originated using underwriting standards that are less restrictive than the underwriting requirements used as standards for other first and junior lien mortgage loan purchase programs, such as the programs of Fannie Mae and Freddie Mac. These lower standards include mortgage loans made to borrowers having imperfect or impaired credit histories (including outstanding judgments or prior bankruptcies), mortgage loans where the amount of the loan at origination is 80% or more of the value of the mortgage property, mortgage loans made to borrowers with low credit scores, mortgage loans made to borrowers who have other debt that represents a large portion of their income and mortgage loans made to borrowers whose income is not required to be disclosed or verified. Subprime mortgage loans may experience delinquency, foreclosure, bankruptcy and loss rates that are higher, and that may be substantially higher, than those experienced by mortgage loans underwritten in a more traditional manner. Thus, because of the higher delinquency rates and losses associated with subprime mortgage loans, the performance of RMBS backed by subprime mortgage loans could be correspondingly adversely affected, which could adversely impact our results of operations, liquidity, financial condition and business.

The value of our interests in MSRs, servicer advances, residential mortgage loans and RMBS may be adversely affected by deficiencies in servicing and foreclosure practices, as well as related delays in the foreclosure process.

Allegations of deficiencies in servicing and foreclosure practices among several large sellers and servicers of residential mortgage loans that surfaced in 2010 raised various concerns relating to such practices, including the improper execution of the documents used in foreclosure proceedings (so-called “robo signing”), inadequate documentation of transfers and registrations of mortgages and assignments of loans, improper modifications of loans, violations of representations and warranties at the date of securitization and failure to enforce put-backs.

As a result of alleged deficiencies in foreclosure practices, a number of servicers temporarily suspended foreclosure proceedings beginning in the second half of 2010 while they evaluated their foreclosure practices. In late 2010, a group of state attorneys general and state bank and mortgage regulators representing nearly all 50 states and the District of Columbia, along with the U.S. Justice Department and the U.S. Department of Housing and Urban Development (“HUD”), began an investigation into foreclosure practices of banks and servicers. The investigations and lawsuits by several state attorneys general led to a settlement agreement in early February 2012 with five of the nation’s largest banks, pursuant to which the banks agreed to pay more than $25.0 billion to settle claims relating to improper foreclosure practices. The settlement does not prohibit the states, the federal government, individuals or investors from pursuing additional actions against the banks and servicers in the future.

Under the terms of the agreements governing our Servicer Advance Investments and MSRs, we (in certain cases, together with third-party co-investors) are required to make or purchase from certain of our Servicing Partners, servicer advances on certain loan pools. While a residential mortgage loan is in foreclosure, servicers are generally required to continue to advance delinquent principal and interest and to also make advances for delinquent taxes and insurance and foreclosure costs and the upkeep of vacant property in foreclosure to the extent it determines that such amounts are recoverable. Servicer advances are generally recovered when the delinquency is resolved.

Foreclosure moratoria or other actions that lengthen the foreclosure process increase the amount of servicer advances we or our Servicing Partners are required to make, and we are required to purchase, lengthen the time it takes for us to be repaid for such advances and increase the costs incurred during the foreclosure process. In addition, servicer advance financing facilities contain provisions that modify the advance rates for, and limit the eligibility of, servicer advances to be financed based on the length of time that servicer advances are outstanding, and, as a result, an increase in foreclosure timelines could further increase the amount of servicer advances that we need to fund with our own capital. Such increases in foreclosure timelines could increase our need for capital to fund servicer advances (which do not bear interest), which would increase our interest expense, reduce the value of our investment and potentially reduce the cash that we have available to pay our operating expenses or to pay dividends.

Even in states where servicers have not suspended foreclosure proceedings or have lifted (or will soon lift) any such delayed foreclosures, servicers, including our Servicing Partners, have faced, and may continue to face, increased delays and costs in the foreclosure process. For example, the current legislative and regulatory climate could lead borrowers to contest foreclosures that they would not otherwise have contested under ordinary circumstances, and servicers may incur increased litigation costs if the validity of a foreclosure action is challenged by a borrower. In general, regulatory developments with respect to foreclosure practices could result in increases in the amount of servicer advances and the length of time to recover servicer advances, fines or increases in operating expenses, and decreases in the advance rate and availability of financing for servicer advances. This would lead to increased borrowings, reduced cash and higher interest expense which could negatively impact our liquidity and profitability. Although the terms of our Servicer Advance Investments contain adjustment mechanisms that would reduce the amount of performance fees payable to the related Servicing Partner if servicer advances exceed pre-determined amounts, those fee reductions may not be sufficient to cover the expenses resulting from longer foreclosure timelines.

The integrity of the servicing and foreclosure processes is critical to the value of the residential mortgage loans in which we invest and of the portfolios of loans underlying our interests in MSRs and RMBS, and our financial results could be adversely affected by deficiencies in the conduct of those processes. For example, delays in the foreclosure process that have resulted from investigations into improper servicing practices may adversely affect the values of, and result in losses on, these investments. Foreclosure delays may also increase the administrative expenses of the securitization trusts for the RMBS, thereby reducing the amount of funds available for distribution to investors.

In addition, the subordinate classes of securities issued by the securitization trusts may continue to receive interest payments while the defaulted loans remain in the trusts, rather than absorbing the default losses. This may reduce the amount of credit support available for senior classes of RMBS that we may own, thus possibly adversely affecting these securities. Additionally, a substantial portion of the $25.0 billion settlement is a “credit” to the banks and servicers for principal write-downs or reductions they may make to certain mortgages underlying RMBS. There remains uncertainty as to how these principal reductions will work and what effect they will have on the value of related RMBS. As a result, there can be no assurance that any such principal reductions will not adversely affect the value of our interests in MSRs and RMBS.

While we believe that the sellers and servicers would be in violation of the applicable Servicing Guidelines to the extent that they have improperly serviced mortgage loans or improperly executed documents in foreclosure or bankruptcy proceedings, or do not comply with the terms of servicing contracts when deciding whether to apply principal reductions, it may be difficult, expensive, time consuming and, ultimately, uneconomic for us to enforce our contractual rights. While we cannot predict exactly how the servicing and foreclosure matters or the resulting litigation or settlement agreements will affect our business, there can be no assurance that these matters will not have an adverse impact on our results of operations, cash flows and financial condition.

A failure by any or all of the members of Buyer to make capital contributions for amounts required to fund servicer advances could result in an event of default under our advance facilities and a complete loss of our investment.

As described in Note 6 to our Consolidated Financial Statements, New Residential and third-party co-investors, through a joint venture entity (Advance Purchaser LLC, the “Buyer”) have agreed to purchase all future arising servicer advances from Nationstar under certain residential mortgage servicing agreements. Buyer relies, in part, on its members to make committed capital contributions in order to pay the purchase price for future servicer advances. A failure by any or all of the members to make such capital contributions for amounts required to fund servicer advances could result in an event of default under our advance facilities and a complete loss of our investment.

The residential mortgage loans underlying the securities we invest in and the loans we directly invest in are subject to delinquency, foreclosure and loss, which could result in losses to us.

Mortgage backed securities are securities backed by mortgage loans. The ability of borrowers to repay these mortgage loans is dependent upon the income or assets of these borrowers. If a borrower has insufficient income or assets to repay these loans, it will default on its loan. Our investments in RMBS will be adversely affected by defaults under the loans underlying such securities. To the extent losses are realized on the loans underlying the securities in which we invest, we may not recover the amount invested in, or, in extreme cases, any of our investment in such securities.

Residential mortgage loans, including manufactured housing loans and subprime mortgage loans, are secured by single-family residential property and are also subject to risks of delinquency and foreclosure, and risks of loss. The ability of a borrower to repay a loan secured by a residential property is dependent upon the income or assets of the borrower. A number of factors may impair borrowers’ abilities to repay their loans, including, among other things, changes in the borrower’s employment status, changes in national, regional or local economic conditions, changes in interest rates or the availability of credit on favorable terms, changes in regional or local real estate values, changes in regional or local rental rates and changes in real estate taxes.

In the event of default under a residential mortgage loan held directly by us, we will bear a risk of loss of principal to the extent of any deficiency between the value of the collateral and the outstanding principal and accrued but unpaid interest of the loan, which could adversely affect our results of operations, cash flows and financial condition.

Our investments in real estate and other securities are subject to changes in credit spreads as well as available market liquidity, which could adversely affect our ability to realize gains on the sale of such investments.

Real estate and other securities are subject to changes in credit spreads. Credit spreads measure the yield demanded on securities by the market based on their credit relative to a specific benchmark.

Fixed rate securities are valued based on a market credit spread over the rate payable on fixed rate U.S. Treasuries of like maturity. Floating rate securities are valued based on a market credit spread over LIBOR and are affected similarly by changes in LIBOR spreads. As of December 31, 2017, 90.5% of our Non-Agency RMBS Portfolio consisted of floating rate securities and 9.5% consisted of fixed rate securities, and 9.2% of our Agency RMBS portfolio consisted of floating rate securities and 90.8% consisted of fixed rate securities, based on the amortized cost basis of all securities (including the amortized cost basis of interest-only and residual classes). Excessive supply of these securities combined with reduced demand will generally cause the market to require a higher yield on these securities, resulting in the use of a higher, or “wider,” spread over the benchmark rate to value such securities. Under such conditions, the value of our real estate and other securities portfolios would tend to decline. Conversely, if the spread used to value such securities were to decrease, or “tighten,” the value of our real estate and other securities portfolio would tend to increase. Such changes in the market value of our real estate securities portfolios may affect our net equity, net income or cash flow directly through their impact on unrealized gains or losses on available-for-sale securities, and therefore our ability to realize gains on such securities, or indirectly through their impact on our ability to borrow and access capital. Widening credit spreads could cause the net unrealized gains on our securities and derivatives, recorded in accumulated other comprehensive income or retained earnings, and therefore our book value per share, to decrease and result in net losses.

Prepayment rates on our residential mortgage loans and those underlying our real estate and other securities may adversely affect our profitability.

In general, residential mortgage loans may be prepaid at any time without penalty. Prepayments result when homeowners/mortgagors satisfy (i.e., pay off) the mortgage upon selling or refinancing their mortgaged property. When we acquire a particular loan or security, we anticipate that the loan or underlying residential mortgage loans will prepay at a projected rate which, together with expected coupon income, provides us with an expected yield on such investments. If we purchase assets at a premium to par value, and borrowers prepay their mortgage loans faster than expected, the corresponding prepayments on our assets may reduce the expected yield on such assets because we will have to amortize the related premium on an accelerated basis. Conversely, if we purchase assets at a discount to par value, when borrowers prepay their mortgage loans slower than expected, the decrease in corresponding prepayments on our assets may reduce the expected yield on such assets because we will not be able to accrete the related discount as quickly as originally anticipated.

Prepayment rates on loans are influenced by changes in mortgage and market interest rates and a variety of economic, geographic, political and other factors, all of which are beyond our control. Consequently, such prepayment rates cannot be predicted with certainty and no strategy can completely insulate us from prepayment or other such risks. In periods of declining interest rates, prepayment rates on mortgage loans generally increase. If general interest rates decline at the same time, the proceeds of such prepayments received during such periods are likely to be reinvested by us in assets yielding less than the yields on the assets that were prepaid. In addition, the market value of our loans and real estate and other securities may, because of the risk of prepayment, benefit less than other fixed-income securities from declining interest rates.

We may purchase assets that have a higher or lower coupon rate than the prevailing market interest rates. In exchange for a higher coupon rate, we would then pay a premium over par value to acquire these securities. In accordance with GAAP, we would amortize the premiums over the life of the related assets. If the mortgage loans securing these assets prepay at a more rapid rate than anticipated, we would have to amortize our premiums on an accelerated basis which may adversely affect our profitability. As compensation for a lower coupon rate, we would then pay a discount to par value to acquire these assets. In accordance with GAAP, we would accrete any discounts over the life of the related assets. If the mortgage loans securing these assets prepay at a slower rate than anticipated, we would have to accrete our discounts on an extended basis which may adversely affect our profitability. Defaults on the mortgage loans underlying Agency RMBS typically have the same effect as prepayments because of the underlying Agency guarantee.

Prepayments, which are the primary feature of mortgage backed securities that distinguish them from other types of bonds, are difficult to predict and can vary significantly over time. As the holder of the security, on a monthly basis, we receive a payment

equal to a portion of our investment principal in a particular security as the underlying mortgages are prepaid. In general, on the date each month that principal prepayments are announced (i.e., factor day), the value of our real estate related security pledged as collateral under our repurchase agreements is reduced by the amount of the prepaid principal and, as a result, our lenders will typically initiate a margin call requiring the pledge of additional collateral or cash, in an amount equal to such prepaid principal, in order to re-establish the required ratio of borrowing to collateral value under such repurchase agreements. Accordingly, with respect to our Agency RMBS, the announcement on factor day of principal prepayments is in advance of our receipt of the related scheduled payment, thereby creating a short-term receivable for us in the amount of any such principal prepayments. However, under our repurchase agreements, we may receive a margin call relating to the related reduction in value of our Agency RMBS and, prior to receipt of this short-term receivable, be required to post additional collateral or cash in the amount of the principal prepayment on or about factor day, which would reduce our liquidity during the period in which the short-term receivable is outstanding. As a result, in order to meet any such margin calls, we could be forced to sell assets in order to maintain liquidity. Forced sales under adverse market conditions may result in lower sales prices than ordinary market sales made in the normal course of business. If our real estate and other securities were liquidated at prices below our amortized cost (i.e., the cost basis) of such assets, we would incur losses, which could adversely affect our earnings. In addition, in order to continue to earn a return on this prepaid principal, we must reinvest it in additional real estate and other securities or other assets; however, if interest rates decline, we may earn a lower return on our new investments as compared to the real estate and other securities that prepay.

Prepayments may have a negative impact on our financial results, the effects of which depend on, among other things, the timing and amount of the prepayment delay on our Agency RMBS, the amount of unamortized premium or discount on our loans and real estate and other securities, the rate at which prepayments are made on our Non-Agency RMBS, the reinvestment lag and the availability of suitable reinvestment opportunities.

Our investments in loans, REO and RMBS may be subject to significant impairment charges, which would adversely affect our results of operations.

We will be required to periodically evaluate our investments for impairment indicators. The value of an investment is impaired when our analysis indicates that, with respect to a security, it is probable that the value of the security is other-than-temporarily impaired. The judgment regarding the existence of impairment indicators is based on a variety of factors depending upon the nature of the investment and the manner in which the income related to such investment was calculated for purposes of our financial statements. If we determine that an impairment has occurred, we are required to make an adjustment to the net carrying value of the investment, which would adversely affect our results of operations in the applicable period and thereby adversely affect our ability to pay dividends to our stockholders.

The lenders under our financing agreements may elect not to extend financing to us, which could quickly and seriously impair our liquidity.

We finance a meaningful portion of our investments with repurchase agreements and other short-term financing arrangements. Under the terms of repurchase agreements, we will sell an asset to the lending counterparty for a specified price and concurrently agree to repurchase the same asset from our counterparty at a later date for a higher specified price. During the term of the repurchase agreement—which can be as short as 30 days—the counterparty will make funds available to us and hold the asset as collateral. Our counterparties can also require us to post additional margin as collateral at any time during the term of the agreement. When the term of a repurchase agreement ends, we will be required to repurchase the asset for the specified repurchase price, with the difference between the sale and repurchase prices serving as the equivalent of paying interest to the counterparty in return for extending financing to us. If we want to continue to finance the asset with a repurchase agreement, we ask the counterparty to extend—or “roll”—the repurchase agreement for another term.

Our counterparties are not required to roll our repurchase agreements or other financing agreements upon the expiration of their stated terms, which subjects us to a number of risks. Counterparties electing to roll our financing agreements may charge higher spread and impose more onerous terms upon us, including the requirement that we post additional margin as collateral. More significantly, if a financing agreement counterparty elects not to extend our financing, we would be required to pay the counterparty in full on the maturity date and find an alternate source of financing. Alternate sources of financing may be more expensive, contain more onerous terms or simply may not be available. If we were unable to pay the repurchase price for any asset financed with a repurchase agreement, the counterparty has the right to sell the asset being held as collateral and require us to compensate it for any shortfall between the value of our obligation to the counterparty and the amount for which the collateral was sold (which may be a significantly discounted price). Moreover, our financing agreement obligations are currently with a limited number of counterparties. If any of our counterparties elected not to roll our financing agreements, we may not be able to find a replacement counterparty in a timely manner. Finally, some of our financing agreements contain covenants and our failure to comply with such covenants could result in a loss of our investment.

The financing sources under our servicer advance financing facilities may elect not to extend financing to us or may have or take positions adverse to us, which could quickly and seriously impair our liquidity.

We finance a meaningful portion of our Servicer Advance Investments and servicer advances receivable with structured financing arrangements. These arrangements are commonly of a short-term nature. These arrangements are generally accomplished by having the named servicer, if the named servicer is a subsidiary of the Company, or the purchaser of such Servicer Advance Investments (which is a subsidiary of the Company) transfer our right to repayment for certain servicer advances that we have as servicer under the relevant Servicing Guidelines or that we have acquired from one of our Servicing Partners, as applicable, to one of our wholly owned bankruptcy remote subsidiaries (a "Depositor"). We are generally required to continue to transfer to the related Depositor all of our rights to repayment for any particular pool of servicer advances as they arise (and, if applicable, are transferred from one of our Servicing Partners) until the related financing arrangement is paid in full and is terminated. The related Depositor then transfers such rights to an "Issuer." The Issuer then issues limited recourse notes to the financing sources backed by such rights to repayment.

The outstanding balance of servicer advances securing these arrangements is not likely to be repaid on or before the maturity date of such financing arrangements. Accordingly, we rely heavily on our financing sources to extend or refinance the terms of such financing arrangements. Our financing sources are not required to extend the arrangements upon the expiration of their stated terms, which subjects us to a number of risks. Financing sources electing to extend may charge higher interest rates and impose more onerous terms upon us, including without limitation, lowering the amount of financing that can be extended against any particular pool of servicer advances.

If a financing source is unable or unwilling to extend financing, including, but not limited to, due to legal or regulatory matters applicable to us or our Servicing Partners, the related Issuer will be required to repay the outstanding balance of the financing on the related maturity date. Additionally, there may be substantial increases in the interest rates under a financing arrangement if the related notes are not repaid, extended or refinanced prior to the expected repayment dated, which may be before the related maturity date. If an Issuer is unable to pay the outstanding balance of the notes, the financing sources generally have the right to foreclose on the servicer advances pledged as collateral.

Currently, certain of the notes issued under our structured servicer advance financing arrangements accrue interest at a floating rate of interest. Servicer advances are non-interest bearing assets. Accordingly, if there is an increase in prevailing interest rates and/or our financing sources increase the interest rate "margins" or "spreads." the amount of financing that we could obtain against any particular pool of servicer advances may decrease substantially and/or we may be required to obtain interest rate hedging arrangements. There is no assurance that we will be able to obtain any such interest rate hedging arrangements.

Alternate sources of financing may be more expensive, contain more onerous terms or simply may not be available. Moreover, our structured servicer advance financing arrangements are currently with a limited number of counterparties. If any of our sources are unable to or elected not to extend or refinance such arrangements, we may not be able to find a replacement counterparty in a timely manner.

Many of our servicer advance financing arrangements are provided by financial institutions with whom we have substantial relationships. Some of our servicer advance financing arrangements entail the issuance of term notes to capital markets investors with whom we have little or no relationships or the identities of which we may not be aware and, therefore, we have no ability to control or monitor the identity of the holders of such term notes. Holders of such term notes may have or may take positions - for example, "short" positions in our stock or the stock of our servicers - that could be benefited by adverse events with respect to us or our Servicing Partners. If any holders of term notes allege or assert noncompliance by us or the related Servicing Partner under our servicer advance financing arrangements in order to realize such benefits, we or our Servicing Partners, or our ability to maintain servicer advance financing on favorable terms, could be materially and adversely affected.

In order to continue to finance servicer advances and deferred servicing fees arising in connection with the Ocwen Subject MSRs upon any transfer in connection with the Ocwen Transaction, we will need to amend our existing servicer advance financing facilities (or establish new servicer advance financing facilities) related to the Ocwen Subject MSRs to permit such continued financing. There is no assurance we will able to do so on favorable terms or at all. As of December 31, 2017, we had borrowed $2.6 billion against approximately $3.0 billion of servicer advances and deferred servicing fees arising under the Ocwen Subject MSRs that had not yet been transferred. Our obligation to pay Ocwen lump sum payments in connection with any transfer of interests in the Ocwen Subject MSRs in connection with the Ocwen Transaction is not conditioned on having such servicer advance financings amended (or having new servicer advance financing facilities established).

We may not be able to finance our investments on attractive terms or at all, and financing for interests in MSRs or servicer advances may be particularly difficult to obtain.

The ability to finance investments with securitizations or other long-term non-recourse financing not subject to margin requirements has been more challenging since 2007 as a result of market conditions. These conditions may result in having to use less efficient forms of financing for any new investments, or the refinancing of current investments, which will likely require a larger portion of our cash flows to be put toward making the investment and thereby reduce the amount of cash available for distribution to our stockholders and funds available for operations and investments, and which will also likely require us to assume higher levels of risk when financing our investments. In addition, there is a limited market for financing of interests in MSRs, and it is possible that one will not develop for a variety of reasons, such as the challenges with perfecting security interests in the underlying collateral.

Certain of our advance facilities may mature in the short term, and there can be no assurance that we will be able to renew these facilities on favorable terms or at all. Moreover, an increase in delinquencies with respect to the loans underlying our servicer advances could result in the need for additional financing, which may not be available to us on favorable terms or at all. If we are not able to obtain adequate financing to purchase servicer advances from our Servicing Partners or fund servicer advances under our MSRs in accordance with the applicable Servicing Guidelines, we or any such Servicing Partner, as applicable, could default on its obligation to fund such advances, which could result in its termination of us or any applicable Servicing Partner, as applicable, as servicer under the applicable Servicing Guidelines, and a partial or total loss of our interests in MSRs and servicer advances, as applicable.

The non-recourse long-term financing structures we use expose us to risks, which could result in losses to us.

We use structured finance and other non-recourse long-term financing for our investments to the extent available and appropriate. In such structures, our financing sources typically have only a claim against the assets included in the securitizations rather than a general claim against us as an entity. Prior to any such financing, we would seek to finance our investments with relatively short-term facilities until a sufficient portfolio is accumulated. As a result, we would be subject to the risk that we would not be able to acquire, during the period that any short-term facilities are available, sufficient eligible assets or securities to maximize the efficiency of a securitization. We also bear the risk that we would not be able to obtain new short-term facilities or would not be able to renew any short-term facilities after they expire should we need more time to seek and acquire sufficient eligible assets or securities for a securitization. In addition, conditions in the capital markets may make the issuance of any such securitization less attractive to us even when we do have sufficient eligible assets or securities. While we would generally intend to retain a portion of the interests issued under such securitizations and, therefore, still have exposure to any investments included in such securitizations, our inability to enter into such securitizations may increase our overall exposure to risks associated with direct ownership of such investments, including the risk of default. Our inability to refinance any short-term facilities would also increase our risk because borrowings thereunder would likely be recourse to us as an entity. If we are unable to obtain and renew short-term facilities or to consummate securitizations to finance our investments on a long-term basis, we may be required to seek other forms of potentially less attractive financing or to liquidate assets at an inopportune time or price.

The final Basel FRTB Ruling, which raised capital charges for bank holders of ABS, CMBS and Non-Agency MBS beginning in 2019, could adversely impact available trading liquidity and access to financing.

In January 2006, the Basel Committee on Banking Supervision released a finalized framework for calculating minimum capital requirements for market risk, which will take effect in January 2019. In the final proposal, capital requirements would overall be meaningfully higher than current requirements, but are less punitive than the previous December 2014 proposal. However, each country’s specific regulator may codify the rules differently. Under the framework, capital charges on a bond are calculated based on three components: default, market and residual risk. Implementation of the final proposal could impose meaningfully higher capital charges on dealers compared with current requirements, and could reduce liquidity in the securitized products market.

Risks associated with our investment in the consumer loan sector could have a material adverse effect on our business and financial results.

Our portfolio includes an investment in the consumer loan sector. Although many of the risks applicable to consumer loans are also applicable to residential mortgage loans, and thus the type of risks that we have experience managing, there are nevertheless substantial risks and uncertainties associated with engaging in a different category of investment. There may be factors that affect the consumer loan sector with which we are not as familiar compared to the residential mortgage loan sector. Moreover, our underwriting assumptions for these investments may prove to be materially incorrect. It is also possible that the inclusion of consumer loans in our investment portfolio could divert our Manager’s time away from our other investments. Furthermore, external factors, such as compliance with regulations, may also impact our ability to succeed in the consumer loan investment

sector. In addition, one of our consumer loan investments is held through LoanCo (Note 9 to our Consolidated Financial Statements), in which we hold a minority, non-controlling interest. We do not control LoanCo and, as a result, LoanCo may make decisions, or take risks, that we would otherwise not make, and LoanCo may not have access to the same management and financing expertise that we have. Failure to successfully manage these risks could have a material adverse effect on our business and financial results.

The consumer loans we invest in are subject to delinquency and loss, which could have a negative impact on our financial results.

The ability of borrowers to repay the consumer loans we invest in may be adversely affected by numerous personal factors, including unemployment, divorce, major medical expenses or personal bankruptcy. General factors, including an economic downturn, high energy costs or acts of God or terrorism, may also affect the financial stability of borrowers and impair their ability or willingness to repay the consumer loans in our investment portfolio. Furthermore, our returns on our consumer loan investments are dependent on the interest we receive exceeding any losses we may incur from defaults or delinquencies.The relatively higher interest rates paid by consumer loan borrowers could lead to increased delinquencies and defaults, or could lead to financially stronger borrowers prepaying their loans, thereby reducing the interest we receive from them, while financially weaker borrowers become delinquent or default, either of which would reduce the return on our investment or could cause losses.

In the event of any default under a loan in the consumer loan portfolio in which we have invested, we will bear a risk of loss of principal to the extent of any deficiency between the value of the collateral securing the loan, if any, and the principal and accrued interest of the loan. In addition, our investments in consumer loans may entail greater risk than our investments in residential mortgage loans, particularly in the case of consumer loans that are unsecured or secured by assets that depreciate rapidly. In such cases, repossessed collateral for a defaulted consumer loan may not provide an adequate source of repayment for the outstanding loan and the remaining deficiency often does not warrant further substantial collection efforts against the borrower. Further, repossessing personal property securing a consumer loan can present additional challenges, including locating the collateral and taking possession of it. In addition, borrowers under consumer loans may have lower credit scores. There can be no guarantee that we will not suffer unexpected losses on our investments as a result of the factors set out above, which could have a negative impact on our financial results.

The servicer of the loans underlying our consumer loan investment may not be able to accurately track the default status of senior lien loans in instances where our consumer loan investments are secured by second or third liens on real estate.

A portion of our investment in consumer loans is secured by second and third liens on real estate. When we hold the second or third lien, another creditor or creditors, as applicable, holds the first and/or second, as applicable, lien on the real estate that is the subject of the security. In these situations our second or third lien is subordinate in right of payment to the first and/or second, as applicable, holder’s right to receive payment. Moreover, as the servicer of the loans underlying our consumer loan portfolio is not able to track the default status of a senior lien loan in instances where we do not hold the related first mortgage, the value of the second or third lien loans in our portfolio may be lower than our estimates indicate.

The consumer loan investment sector is subject to various initiatives on the part of advocacy groups and extensive regulation and supervision under federal, state and local laws, ordinances and regulations, which could have a negative impact on our financial results.

In recent years consumer advocacy groups and some media reports have advocated governmental action to prohibit or place severe restrictions on the types of short-term consumer loans in which we have invested. Such consumer advocacy groups and media reports generally focus on the annual percentage rate to a consumer for this type of loan, which is compared unfavorably to the interest typically charged by banks to consumers with top-tier credit histories.

The fees charged on the consumer loans in the portfolio in which we have invested may be perceived as controversial by those who do not focus on the credit risk and high transaction costs typically associated with this type of investment. If the negative characterization of these types of loans becomes increasingly accepted by consumers, demand for the consumer loan products in which we have invested could significantly decrease. Additionally, if the negative characterization of these types of loans is accepted by legislators and regulators, we could become subject to more restrictive laws and regulations in the area.

In addition, we are, or may become, subject to federal, state and local laws, regulations, or regulatory policies and practices, including the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”) (which, among other things, established the CFPB with broad authority to regulate and examine financial institutions), which may, amongst other things, limit the amount of interest or fees allowed to be charged on the consumer loans we invest in, or the number of consumer loans that customers may receive or have outstanding. The operation of existing or future laws, ordinances and regulations could interfere with the focus of our investments which could have a negative impact on our financial results.

A significant portion of the residential mortgage loans that we acquire are, or may become, sub-performing loans, non-performing loans or REO assets, which increases our risk of loss.

We acquire distressed residential mortgage loans where the borrower has failed to make timely payments of principal and/or interest. As part of the residential mortgage loan portfolios we purchase, we also may acquire performing loans that are or subsequently become sub-performing or non-performing, meaning the borrowers fail to timely pay some or all of the required payments of principal and/or interest. Under current market conditions, it is likely that some of these loans will have current loan-to-value ratios in excess of 100%, meaning the amount owed on the loan exceeds the value of the underlying real estate.

The borrowers on sub-performing or non-performing loans may be in economic distress and may have become unemployed, bankrupt or otherwise unable or unwilling to make payments when due. Borrowers may also face difficulties with refinancing such loans, including due to reduced availability of refinancing alternatives and insufficient equity in their homes to permit them to refinance. Increases in mortgage interest rates would exacerbate these difficulties. We may need to foreclose on collateral securing such loans, and the foreclosure process can be lengthy and expensive. Furthermore, REO assets (i.e., real estate owned by the lender upon completion of the foreclosure process) are relatively illiquid, and we may not be able to sell such REO assets on terms acceptable to us or at all.

Even though we typically pay less than the amount owed on these loans to acquire them, if actual results differ from our assumptions in determining the price we paid to acquire such loans, we may incur significant losses. In addition, we may acquire REO assets directly, which involves the same risks. Any loss we incur may be significant and could materially and adversely affect us.

Certain jurisdictions require licenses to purchase, hold, enforce or sell residential mortgage loans and/or MSRs, and we may not be able to obtain and/or maintain such licenses.

Certain jurisdictions require a license to purchase, hold, enforce or sell residential mortgage loans and/or MSRs. We currently hold some but not all such licenses. In the event that any licensing requirement is applicable to us, there can be no assurance that we will obtain such licenses or, if obtained, that we will be able to maintain them. Our failure to obtain or maintain such licenses could restrict our ability to invest in loans in these jurisdictions if such licensing requirements are applicable. With respect to mortgage loans, in lieu of obtaining such licenses, we may contribute our acquired residential mortgage loans to one or more wholly owned trusts whose trustee is a national bank, which may be exempt from state licensing requirements. We have formed one or more subsidiaries to apply for certain state licenses. If these subsidiaries obtain the required licenses, any trust holding loans in the applicable jurisdictions may transfer such loans to such subsidiaries, resulting in these loans being held by a state-licensed entity. There can be no assurance that we will be able to obtain the requisite licenses in a timely manner or at all or in all necessary jurisdictions, or that the use of the trusts will reduce the requirement for licensing. In addition, even if we obtain necessary licenses, we may not be able to maintain them. Any of these circumstances could limit our ability to invest in residential mortgage loans or MSRs in the future and have a material adverse effect on us.

Our determination of how much leverage to apply to our investments may adversely affect our return on our investments and may reduce cash available for distribution.

We leverage certain of our assets through a variety of borrowings. Our investment guidelines do not limit the amount of leverage we may incur with respect to any specific asset or pool of assets. The return we are able to earn on our investments and cash available for distribution to our stockholders may be significantly reduced due to changes in market conditions, which may cause the cost of our financing to increase relative to the income that can be derived from our assets.

A significant portion of our investments are not match funded, which may increase the risks associated with these investments.

When available, a match funding strategy mitigates the risk of not being able to refinance an investment on favorable terms or at all. However, our Manager may elect for us to bear a level of refinancing risk on a short-term or longer-term basis, as in the case of investments financed with repurchase agreements, when, based on its analysis, our Manager determines that bearing such risk is advisable or unavoidable. In addition, we may be unable, as a result of conditions in the credit markets, to match fund our investments. For example since the 2008 recession, non-recourse term financing not subject to margin requirements has been more difficult to obtain, which impairs our ability to match fund our investments. Moreover, we may not be able to enter into interest rate swaps. A decision not to, or the inability to, match fund certain investments exposes us to additional risks.

Furthermore, we anticipate that, in most cases, for any period during which our floating rate assets are not match funded with respect to maturity, the income from such assets may respond more slowly to interest rate fluctuations than the cost of our borrowings.

Because of this dynamic, interest income from such investments may rise more slowly than the related interest expense, with a consequent decrease in our net income. Interest rate fluctuations resulting in our interest expense exceeding interest income would result in operating losses for us from these investments.

Accordingly, to the extent our investments are not match funded with respect to maturities and interest rates, we are exposed to the risk that we may not be able to finance or refinance our investments on economically favorable terms, or at all, or may have to liquidate assets at a loss.

Interest rate fluctuations and shifts in the yield curve may cause losses.

Interest rates are highly sensitive to many factors, including governmental monetary and tax policies, domestic and international economic and political considerations and other factors beyond our control. Our primary interest rate exposures relate to our interests in MSRs, RMBS, loans, derivatives and any floating rate debt obligations that we may incur. Changes in interest rates, including changes in expected interest rates or "yield curves," affect our business in a number of ways. Changes in the general level of interest rates can affect our net interest income, which is the difference between the interest income earned on our interest-earning assets and the interest expense incurred in connection with our interest-bearing liabilities and hedges. Changes in the level of interest rates also can affect, among other things, our ability to acquire real estate and other securities and loans at attractive prices, the value of our real estate and other securities, loans and derivatives and our ability to realize gains from the sale of such assets. We may wish to use hedging transactions to protect certain positions from interest rate fluctuations, but we may not be able to do so as a result of market conditions, REIT rules or other reasons. In such event, interest rate fluctuations could adversely affect our financial condition, cash flows and results of operations.

Recently, the Federal Reserve has increased the benchmark interest rate and indicated that there may be further increases in the future. In the event of a significant rising interest rate environment and/or economic downturn, loan and collateral defaults may increase and result in credit losses that would adversely affect our liquidity and operating results.

Our ability to execute our business strategy, particularly the growth of our investment portfolio, depends to a significant degree on our ability to obtain additional capital. Our financing strategy is dependent on our ability to place the debt we use to finance our investments at rates that provide a positive net spread. If spreads for such liabilities widen or if demand for such liabilities ceases to exist, then our ability to execute future financings will be severely restricted.

Interest rate changes may also impact our net book value as most of our investments are marked to market each quarter. Debt obligations are not marked to market. Generally, as interest rates increase, the value of our fixed rate securities decreases, which will decrease the book value of our equity.

Furthermore, shifts in the U.S. Treasury yield curve reflecting an increase in interest rates would also affect the yield required on our investments and therefore their value. For example, increasing interest rates would reduce the value of the fixed rate assets we hold at the time because the higher yields required by increased interest rates result in lower market prices on existing fixed rate assets in order to adjust the yield upward to meet the market, and vice versa. This would have similar effects on our real estate and other securities and loan portfolio and our financial position and operations to a change in interest rates generally.

Any hedging transactions that we enter into may limit our gains or result in losses.

We may use, when feasible and appropriate, derivatives to hedge a portion of our interest rate exposure, and this approach has certain risks, including the risk that losses on a hedge position will reduce the cash available for distribution to stockholders and that such losses may exceed the amount invested in such instruments. We have adopted a general policy with respect to the use of derivatives, which generally allows us to use derivatives where appropriate, but does not set forth specific policies and procedures or require that we hedge any specific amount of risk. From time to time, we may use derivative instruments, including forwards, futures, swaps and options, in our risk management strategy to limit the effects of changes in interest rates on our operations. A hedge may not be effective in eliminating all of the risks inherent in any particular position. Our profitability may be adversely affected during any period as a result of the use of derivatives.

There are limits to the ability of any hedging strategy to protect us completely against interest rate risks. When rates change, we expect the gain or loss on derivatives to be offset by a related but inverse change in the value of any items that we hedge. We cannot assure you, however, that our use of derivatives will offset the risks related to changes in interest rates. We cannot assure you that our hedging strategy and the derivatives that we use will adequately offset the risk of interest rate volatility or that our hedging transactions will not result in losses. In addition, our hedging strategy may limit our flexibility by causing us to refrain from taking certain actions that would be potentially profitable but would cause adverse consequences under the terms of our hedging arrangements. The REIT provisions of the Internal Revenue Code limit our ability to hedge. In managing our hedge

instruments, we consider the effect of the expected hedging income on the REIT qualification tests that limit the amount of gross income that a REIT may receive from hedging. We need to carefully monitor, and may have to limit, our hedging strategy to assure that we do not realize hedging income, or hold hedges having a value, in excess of the amounts that would cause us to fail the REIT gross income and asset tests. See "—Risks Related to Our Taxation as a REIT—Complying with the REIT requirements may limit our ability to hedge effectively."

Accounting for derivatives under GAAP is extremely complicated. Any failure by us to account for our derivatives properly in accordance with GAAP in our financial statements could adversely affect us. In addition, under applicable accounting standards, we may be required to treat some of our investments as derivatives, which could adversely affect our results of operations.

Maintenance of our 1940 Act exclusion imposes limits on our operations.

We intend to continue to conduct our operations so that neither we nor any of our subsidiaries are required to register as an investment company under the 1940 Act. We believe we will not be considered an investment company under Section 3(a)(1)(A) of the 1940 Act because we will not engage primarily, or hold ourselves out as being engaged primarily, in the business of investing, reinvesting or trading in securities. However, under Section 3(a)(1)(C) of the 1940 Act, because we are a holding company that will conduct its businesses primarily through wholly owned and majority owned subsidiaries, the securities issued by our subsidiaries that are excluded from the definition of "investment company" under Section 3(c)(1) or Section 3(c)(7) of the 1940 Act, together with any other investment securities we may own, may not have a combined value in excess of 40% of the value of our total assets (exclusive of U.S. Government securities and cash items) on an unconsolidated basis, unless another exclusion from the definition of "investment company" is available to us. For purposes of the foregoing, we currently treat our interest in our SLS Servicer Advance Investment and our subsidiaries that hold consumer loans as investment securities because these subsidiaries presently rely on the exclusion provided by Section 3(c)(7) of the 1940 Act. The 40% test under Section 3(a)(1)(C) of the 1940 Act limits the types of businesses in which we may engage through our subsidiaries. In addition, the assets we and our subsidiaries may originate or acquire are limited by the provisions of the 1940 Act and the rules and regulations promulgated under the 1940 Act, which may adversely affect our business.

If the value of securities issued by our subsidiaries that are excluded from the definition of "investment company" by Section 3(c)(1) or 3(c)(7) of the 1940 Act, together with any other investment securities we own, exceeds the 40% test under Section 3(a)(1)(C) of the 1940 Act (e.g., the value of our interests in the taxable REIT subsidiaries that hold Servicer Advance Investments and are not excluded from the definition of "investment company" by Section 3(c)(5)(A), (B) or (C) of the 1940 Act increases significantly in proportion to the value of our other assets), or if one or more of such subsidiaries fail to maintain an exclusion or exception from the 1940 Act, we could, among other things, be required either (a) to substantially change the manner in which we conduct our operations to avoid being required to register as an investment company or (b) to register as an investment company under the 1940 Act, either of which could have an adverse effect on us and the market price of our securities. As discussed above, for purposes of the foregoing, we generally treat our interests in our SLS Servicer Advance Investment and our subsidiaries that hold consumer loans as investment securities because these subsidiaries presently rely on the exclusion provided by Section 3(c)(7) of the 1940 Act. If we or any of our subsidiaries were required to register as an investment company under the 1940 Act, the registered entity would become subject to substantial regulation with respect to capital structure (including the ability to use leverage), management, operations, transactions with affiliated persons (as defined in the 1940 Act), portfolio composition, including restrictions with respect to diversification and industry concentration, compliance with reporting, record keeping, voting, proxy disclosure and other rules and regulations that would significantly change our operations.

Failure to maintain an exclusion would require us to significantly restructure our investment strategy. For example, because affiliate transactions are generally prohibited under the 1940 Act, we would not be able to enter into transactions with any of our affiliates if we are required to register as an investment company, and we might be required to terminate our Management Agreement and any other agreements with affiliates, which could have a material adverse effect on our ability to operate our business and pay distributions. If we were required to register us as an investment company but failed to do so, we would be prohibited from engaging in our business, and criminal and civil actions could be brought against us. In addition, our contracts would be unenforceable unless a court required enforcement, and a court could appoint a receiver to take control of us and liquidate our business.

For purposes of the foregoing, we treat our interests in certain of our wholly owned and majority owned subsidiaries, which constitute more than 60% of the value of our adjusted total assets on an unconsolidated basis, as non-investment securities because such subsidiaries qualify for exclusion from the definition of an investment company under the 1940 Act pursuant to Section 3(c)(5)(C) of the 1940 Act. The Section 3(c)(5)(C) exclusion is available for entities "primarily engaged" in the business of "purchasing or otherwise acquiring mortgages and other liens on and interests in real estate." The Section 3(c)(5)(C) exclusion generally requires that at least 55% of these subsidiaries' assets must comprise qualifying real estate assets and at least 80% of each of their portfolios must comprise qualifying real estate assets and real estate-related assets under the 1940 Act. We expect each of our subsidiaries relying on Section 3(c)(5)(C) to rely on guidance published by the SEC staff or on our analyses of such guidance to

determine which assets are qualifying real estate assets and real estate-related assets. However, the SEC's guidance was issued in accordance with factual situations that may be substantially different from the factual situations each of our subsidiaries may face, and much of the guidance was issued more than 20 years ago. No assurance can be given that the SEC staff will concur with the classification of each of our subsidiaries' assets. In addition, the SEC staff may, in the future, issue further guidance that may require us to re-classify some of our subsidiaries' assets for purposes of qualifying for an exclusion from regulation under the 1940 Act. For example, the SEC and its staff have not published guidance with respect to the treatment of whole pool Non-Agency RMBS for purposes of the Section 3(c)(5)(C) exclusion. Accordingly, based on our own judgment and analysis of the guidance from the SEC and its staff identifying Agency whole pool certificates as qualifying real estate assets under Section 3(c)(5)(C), we treat whole pool Non-Agency RMBS issued with respect to an underlying pool of mortgage loans in which our subsidiary relying on Section 3(c)(5)(C) holds all of the certificates issued by the pool as qualifying real estate assets. Based on our own judgment and analysis of the guidance from the SEC and its staff with respect to analogous assets, we treat Excess MSRs for which we do not own the related servicing rights as real estate-related assets for purposes of satisfying the 80% test under the Section 3(c)(5)(C) exclusion. If we are required to re-classify any of our subsidiaries' assets, including those subsidiaries holding whole pool Non-Agency RMBS and/or Excess MSRs, such subsidiaries may no longer be in compliance with the exclusion from the definition of an "investment company" provided by Section 3(c)(5)(C) of the 1940 Act, and in turn, we may not satisfy the requirements to avoid falling within the definition of an "investment company" provided by Section 3(a)(1)(C). To the extent that the SEC staff publishes new or different guidance or disagrees with our analysis with respect to any assets of our subsidiaries we have determined to be qualifying real estate assets or real estate-related assets, we may be required to adjust our strategy accordingly. In addition, we may be limited in our ability to make certain investments and these limitations could result in a subsidiary holding assets we might wish to sell or selling assets we might wish to hold.

In August 2011, the SEC issued a concept release soliciting public comments on a wide range of issues relating to companies engaged in the business of acquiring mortgages and mortgage-related instruments and that rely on Section 3(c)(5)(C) of the 1940 Act. Therefore, there can be no assurance that the laws and regulations governing the 1940 Act status of REITs, or guidance from the SEC or its staff regarding the Section 3(c)(5)(C) exclusion, will not change in a manner that adversely affects our operations. If we or our subsidiaries fail to maintain an exclusion or exception from the 1940 Act, we could, among other things, be required either to (a) change the manner in which we conduct our operations to avoid being required to register as an investment company, (b) effect sales of our assets in a manner that, or at a time when, we would not otherwise choose to do so, or (c) register as an investment company, any of which could negatively affect the value of our common stock, the sustainability of our business model, and our ability to make distributions. In addition, if we or any of our subsidiaries were required to register as an investment company under the 1940 Act, the registered entity would become subject to substantial regulation with respect to capital structure (including the ability to use leverage), management, operations, transactions with affiliated persons (as defined in the 1940 Act), portfolio composition, including restrictions with respect to diversification and industry concentration, compliance with reporting, record keeping, voting, proxy disclosure and other rules and regulations that would significantly change our operations.

Rapid changes in the values of our assets may make it more difficult for us to maintain our qualification as a REIT or our exclusion from the 1940 Act.

If the market value or income potential of qualifying assets for purposes of our qualification as a REIT or our exclusion from registration as an investment company under the 1940 Act declines as a result of increased interest rates, changes in prepayment rates or other factors, or the market value or income from non-qualifying assets increases, we may need to increase our investments in qualifying assets and/or liquidate our non-qualifying assets to maintain our REIT qualification or our exclusion from registration under the 1940 Act. If the change in market values or income occurs quickly, this may be especially difficult to accomplish. This difficulty may be exacerbated by the illiquid nature of any non-qualifying assets we may own. We may have to make investment decisions that we otherwise would not make absent the intent to maintain our qualification as a REIT and exclusion from registration under the 1940 Act.

We are subject to significant competition, and we may not compete successfully.

We are subject to significant competition in seeking investments. We compete with other companies, including other REITs, insurance companies and other investors, including funds and companies affiliated with our Manager. Some of our competitors have greater resources than we possess or have greater access to capital or various types of financing structures than are available to us, and we may not be able to compete successfully for investments or provide attractive investment returns relative to our competitors. These competitors may be willing to accept lower returns on their investments and, as a result, our profit margins could be adversely affected. Furthermore, competition for investments that are suitable for us, including, but not limited to, interests in MSRs, may lead to decreased availability, higher market prices and decreased returns available from such investments, which may further limit our ability to generate our desired returns. We cannot assure you that other companies will not be formed that compete with us for investments or otherwise pursue investment strategies similar to ours or that we will be able to compete successfully against any such companies.

Furthermore, we currently do not have a mortgage servicing platform. Therefore, we may not be an attractive buyer for those sellers of MSRs that prefer to sell MSRs and their mortgage servicing platform in a single transaction. Since our business model does not currently include acquiring and running servicing platforms, to engage in a bid for such a business we would need to find a servicer to acquire and run the platform or we would need to incur additional costs to shut down the acquired servicing platform. The need to work with a servicer in these situations increases the complexity of such potential acquisitions, and our Servicing Partners may be unwilling or unable to act as servicer or subservicer on any acquisitions of interests in MSRs we want to execute. The complexity of these transactions and the additional costs incurred by us if we were to execute future acquisitions of this type could adversely affect our future operating results.

The valuations of our assets are subject to uncertainty because most of our assets are not traded in an active market.

There is not anticipated to be an active market for most of the assets in which we will invest. In the absence of market comparisons, we will use other pricing methodologies, including, for example, models based on assumptions regarding expected trends, historical trends following market conditions believed to be comparable to the then current market conditions and other factors believed at the time to be likely to influence the potential resale price of, or the potential cash flows derived from, an investment. Such methodologies may not prove to be accurate and any inability to accurately price assets may result in adverse consequences for us. A valuation is only an estimate of value and is not a precise measure of realizable value. Ultimate realization of the market value of a private asset depends to a great extent on economic and other conditions beyond our control. Further, valuations do not necessarily represent the price at which a private investment would sell since market prices of private investments can only be determined by negotiation between a willing buyer and seller. If we were to liquidate a particular private investment, the realized value may be more than or less than the valuation of such asset as carried on our books.

Changes in accounting rules could occur at any time and could impact us in significantly negative ways that we are unable to predict or protect against.

As has been widely publicized, the SEC, the Financial Accounting Standards Board (the “FASB”) and other regulatory bodies that establish the accounting rules applicable to us have recently proposed or enacted a wide array of changes to accounting rules. Moreover, in the future these regulators may propose additional changes that we do not currently anticipate. Changes to accounting rules that apply to us could significantly impact our business or our reported financial performance in negative ways that we cannot predict or protect against. We cannot predict whether any changes to current accounting rules will occur or what impact any codified changes will have on our business, results of operations, liquidity or financial condition, directly or through their impact on our Servicing Partners or counterparties.

A prolonged economic slowdown, a lengthy or severe recession, or declining real estate values could harm our operations.

We believe the risks associated with our business are more severe during periods in which an economic slowdown or recession is accompanied by declining real estate values, as was the case in 2008. Declining real estate values generally reduce the level of new mortgage loan originations, since borrowers often use increases in the value of their existing properties to support the purchase of, or investment in, additional properties. Borrowers may also be less able to pay principal and interest on our loans or the loans underlying our securities, interests in MSRs and servicer advances, if the real estate economy weakens. Further, declining real estate values significantly increase the likelihood that we will incur losses on our investments in the event of default because the value of our collateral may be insufficient to cover our basis. Any sustained period of increased payment delinquencies, foreclosures or losses could adversely affect our net interest income from the assets in our portfolio, which would significantly harm our revenues, results of operations, financial condition, liquidity, business prospects and our ability to make distributions to our stockholders.

Compliance with changing regulation of corporate governance and public disclosure has and will continue to result in increased compliance costs and pose challenges for our management team.

Many aspects of the Dodd-Frank Act are subject to rulemaking and will take effect over several years, making it difficult to anticipate the overall financial impact on us and, more generally, the financial services and mortgage industries. Additionally, we cannot predict whether there will be additional proposed laws or reforms that would affect us, whether or when such changes may be adopted, how such changes may be interpreted and enforced or how such changes may affect us. However, the costs of complying with any additional laws or regulations could have a material effect on our financial condition and results of operations.

Stockholder or other litigation against HLSS and/or us could result in the payment of damages and/or may materially and adversely affect our business, financial condition, results of operations and liquidity.

Transactions, such as the HLSS Acquisition, often give rise to lawsuits by stockholders or other third parties. Stockholders may, among other things, assert claims relating to the parties' mutual agreement to terminate the Agreement and Plan of Merger (the "HLSS Initial Merger Agreement"). The defense or settlement of any lawsuit or claim regarding the HLSS Acquisition may materially and adversely affect our business, financial condition, results of operations and liquidity. Further, such litigation could be costly and could divert our time and attention from the operation of the business.

On May 22, 2015, a purported stockholder of the Company, Chester County Employees' Retirement Fund, filed a class action and derivative action in the Delaware Court of Chancery purportedly on behalf of all stockholders and the Company, titled *Chester County Employees' Retirement Fund v. New Residential Investment Corp., et al.*, C.A. No. 11058-VCMR. On October 30, 2015, plaintiff filed an amended complaint (the "Amended Complaint"). The lawsuit names the Company, our directors, our Manager, Fortress and Fortress Operating Entity I LP as defendants, and alleges breaches of fiduciary duties by the Company, our directors, our Manager, Fortress and Fortress Operating Entity I LP in connection with the HLSS Acquisition. The lawsuit also seeks declaratory judgment, among other things, as to the applicability of Article Twelfth of the Company's Certificate of Incorporation and as to the validity of the release of claims of the Company's stockholders related to the termination of the HLSS Initial Merger Agreement. The Amended Complaint seeks declaratory relief, equitable relief and damages. On December 11, 2015, defendants filed a motion to dismiss the Amended Complaint, which was heard by the court on June 14, 2016. On October 7, 2016, the court issued an opinion dismissing without prejudice the breach of fiduciary duty claims and declaratory judgment claims, except for the claim relating to the applicability of Article Twelfth. On October 14, 2016, plaintiff moved to reargue the Court's dismissal opinion, and defendants filed an opposition to the motion for reargument on October 28, 2016. On December 1, 2016, the court denied the motion for reargument. Plaintiff filed a second amended complaint (the "Second Amended Complaint") on February 27, 2017 containing allegations and seeking relief similar to that in the Amended Complaint. Defendants moved to dismiss the Second Amended Complaint on March 30, 2017. The court held an oral argument on the motion to dismiss on July 7, 2017, which the court granted in the defendants' favor on October 6, 2017. On November 2, 2017, the plaintiff filed a notice of appeal to the Delaware Supreme Court appealing the court's original motion to dismiss opinion, motion for reargument opinion, and second motion to dismiss opinion. The parties have briefed the appeal and are currently awaiting argument and decision.

We have engaged and may in the future engage in a number of acquisitions (including the HLSS Acquisition and the Shellpoint Acquisition described in Note 18 to our Consolidated Financial Statements), and we may be unable to successfully integrate the acquired assets and assumed liabilities in connection with such acquisitions.

As part of our business strategy, we regularly evaluate acquisitions of what we believe are complementary assets. Identifying and achieving the anticipated benefits of such acquisitions is subject to a number of uncertainties, including, without limitation, whether we are able to acquire the assets, within our parameters, integrate the acquired assets and manage the assumed liabilities efficiently. As an example, we depend on Ocwen for significant operational support with respect to HLSS assets and the Ocwen Subject MSRs. It is possible that the integration process could take longer than anticipated and could result in additional and unforeseen expenses, the disruption of our ongoing business, processes and systems, or inconsistencies in standards, controls, procedures, practices and policies, any of which could adversely affect our ability to achieve the anticipated benefits of such acquisitions. There may be increased risk due to integrating the assets into our financial reporting and internal control systems. Difficulties in adding the assets into our business could also result in the loss of contract counterparties or other persons with whom we conduct business and potential disputes or litigation with contract counterparties or other persons with whom we or such counterparties conduct business. We could also be adversely affected by any issues attributable to the related seller's operations that arise or are based on events or actions that occurred prior to the closing of such acquisitions. Completion of the integration process is subject to a number of uncertainties, and no assurance can be given that the anticipated benefits will be realized in their entirety or at all or, if realized, the timing of their realization. Failure to achieve these anticipated benefits could result in increased costs or decreases in the amount of expected revenues and could adversely affect our future business, financial condition, operating results and cash flows. Due to the costs of engaging in a number of acquisitions, we may also have difficulty completing more acquisitions in the future.

There may be difficulties with integrating the loans related to the Citi Transaction into Nationstar's servicing platform, which could have a material adverse effect on our results of operations, financial condition and liquidity.

In connection with the Citi Transaction (Note 5 to our Consolidated Financial Statements), Citi's remaining interim servicing obligations will be transferred to Nationstar, subject to GSE and other regulatory approvals. The ability to integrate and service the assets acquired in the Citi Transaction and in all similar future transactions will depend in large part on the success of Nationstar's development and integration of expanded servicing capabilities with Nationstar's current operations. We may fail to realize some or all of the anticipated benefits of the transaction if the integration process takes longer, or is more costly, than expected.

Potential difficulties we may encounter during the integration process with the assets acquired in the Citi Transaction or future similar acquisitions include, but are not limited to, the following:

- the integration of the portfolio into Nationstar's information technology platforms and servicing systems;
- the quality of servicing during any interim servicing period after we purchase the portfolio but before Nationstar assumes servicing obligations from the seller or its agents;
- the disruption to our ongoing businesses and distraction of our management teams from ongoing business concerns;
- incomplete or inaccurate files and records;
- the retention of existing customers;
- the creation of uniform standards, controls, procedures, policies and information systems;
- the occurrence of unanticipated expenses; and
- potential unknown liabilities associated with the transactions, including legal liability related to origination and servicing prior to the acquisition.

Our failure to meet the challenges involved in successfully integrating the assets acquired in the Citi Transaction and in all similar future transactions with our current business could impair our operations. For example, it is possible that the data Nationstar acquires upon assuming the direct servicing obligations for the loans may not transfer from the Citi platform to its systems properly. This may result in data being lost, key information not being locatable on Nationstar's systems, or the complete failure of the transfer. If Nationstar's employees are unable to access customer information easily, or if Nationstar is unable to produce originals or copies of documents or accurate information about the loans, collections could be affected significantly, and Nationstar may not be able to enforce its right to collect in some cases. Similarly, collections could be affected by any changes to Nationstar's collections practices, the restructuring of any key servicing functions, transfer of files and other changes that occur as a result of the transfer of servicing obligations from Citi to Nationstar.

We are responsible for certain of HLSS's contingent and other corporate liabilities.

Under the HLSS acquisition agreement (see Note 1 to our Consolidated Financial Statements), we have assumed and are responsible for the payment of HLSS's contingent and other liabilities, including: (i) liabilities for litigation relating to, arising out of or resulting from certain lawsuits in which HLSS is named as the defendant, (ii) HLSS's tax liabilities, (iii) HLSS's corporate liabilities, (iv) generally any actions with respect to the HLSS Acquisition brought by any third party and (v) payments under contracts. We currently cannot estimate the amount we may ultimately be responsible for as a result of assuming substantially all of HLSS's contingent and other corporate liabilities. The amount for which we are ultimately responsible may be material and have a material adverse effect on our business, financial condition, results of operations and liquidity. In addition, certain claims and lawsuits may require significant costs to defend and resolve and may divert management's attention away from other aspects of operating and managing our business, each of which could materially and adversely affect our business, financial condition, results of operations and liquidity.

Refer to "Risk Factors—Risks Related to Our Business—Stockholder or other litigation against HLSS and/or us could result in the payment of damages and/or may materially and adversely affect our business, financial condition, results of operations and liquidity" for a description of the Chester County Employees' Retirement Fund litigation.

We cannot guarantee that we will not receive further regulatory inquiries or be subject to litigation regarding the subject matter of the subpoenas or matters relating thereto, or that existing inquires, or, should they occur, any future regulatory inquiries or litigation, will not consume internal resources, result in additional legal and consulting costs or negatively impact our stock price.

We could be materially and adversely affected by past events, conditions or actions with respect to HLSS or Ocwen.

HLSS acquired assets and assumed liabilities could be adversely affected as a result of events or conditions that occurred or existed before the closing of the HLSS Acquisition. Adverse changes in the assets or liabilities we have acquired or assumed, respectively, as part of the HLSS Acquisition, could occur or arise as a result of actions by HLSS or Ocwen, legal or regulatory developments, including the emergence or unfavorable resolution of pre-acquisition loss contingencies, deteriorating general business, market, industry or economic conditions, and other factors both within and beyond the control of HLSS or Ocwen. We are subject to a variety of risks as a result of our dependence on Servicing Partners, including, without limitation, the potential loss of all of the value of our Excess MSRs in the event that the servicer of the underlying loans is terminated by the mortgage loan owner or RMBS bondholders. A significant decline in the value of HLSS assets or a significant increase in HLSS liabilities we have acquired could adversely affect our future business, financial condition, cash flows and results of operations. HLSS is subject to a number of other risks and uncertainties, including regulatory investigations and legal proceedings against HLSS, and others with whom HLSS conducted business. Moreover, any insurance proceeds received with respect to such matters may be inadequate to cover the

associated losses. Adverse developments at Ocwen, including liquidity issues, ratings downgrades, defaults under debt agreements, servicer rating downgrades, failure to comply with the terms of PSAs, termination under PSAs, Ocwen bankruptcy proceedings and additional regulatory issues and settlements, including those described above, could have a material adverse effect on us. See "—We rely heavily on our Servicing Partners to achieve our investment objective and have no direct ability to influence their performance."

Our ability to borrow may be adversely affected by the suspension or delay of the rating of the notes issued under certain of our financing facilities by the credit agency providing the ratings.

Certain of our financing facilities are rated by one rating agency and we may sponsor financing facilities in the future that are rated by credit agencies. The related agency or rating agencies may suspend rating notes backed by servicer advances, MSRs, Excess MSRs and our other investments at any time. Rating agency delays may result in our inability to obtain timely ratings on new notes, or amend or modify other financing facilities which could adversely impact the availability of borrowings or the interest rates, advance rates or other financing terms and adversely affect our results of operations and liquidity. Further, if we are unable to secure ratings from other agencies, limited investor demand for unrated notes could result in further adverse changes to our liquidity and profitability.

A downgrade of certain of the notes issued under our financing facilities could cause such notes to become due and payable prior to their expected repayment date/maturity date, which could have a material adverse effect on our business, financial condition, results of operations and liquidity.

Regulatory scrutiny regarding foreclosure processes could lengthen foreclosure timelines, which could increase advances and materially and adversely affect our business, financial condition, results of operations and liquidity.

When a residential mortgage loan is in foreclosure, the servicer is generally required to continue to advance delinquent principal and interest to the securitization trust and to also make advances for delinquent taxes and insurance and foreclosure costs and the upkeep of vacant property in foreclosure to the extent it determines that such amounts are recoverable. These servicer advances are generally recovered when the delinquency is resolved. Foreclosure moratoria or other actions that lengthen the foreclosure process increase the amount of servicer advances, lengthen the time it takes for reimbursement of such advances and increase the costs incurred during the foreclosure process. In addition, servicer advance financing facilities generally contain provisions that limit the eligibility of servicer advances to be financed based on the length of time that servicer advances are outstanding, and, as a result, an increase in foreclosure timelines could further increase the amount of servicer advances that need to be funded from the related servicer's own capital. Such increases in foreclosure timelines could increase the need for capital to fund servicer advances, which would increase our interest expense, delay the collection of interest income or servicing revenue until the foreclosure has been resolved and, therefore, reduce the cash that we have available to pay our operating expenses or to pay dividends. For more information, see "—We could be materially and adversely affected by past events, conditions or actions with respect to HLSS or Ocwen" above.

Certain of our Servicing Partners have triggered termination events or events of default under some PSAs underlying the MSRs with respect to which we are entitled to the basic fee component or Excess MSRs.

In certain of these circumstances, the related Servicing Partner may be terminated without any right to compensation for its loss, other than the right to be reimbursed for any outstanding servicer advances as the related loans are brought current, modified, liquidated or charged off. So long as we are in compliance with our obligations under our servicing agreements and purchase agreements, if we or one of our Servicing Partners is terminated as servicer, we may have the right to receive an indemnification payment from the applicable Servicing Partner, even if such termination related to servicer termination events or events of default existing at the time of any transaction with such Servicing Partner. If one of our Servicing Partners is terminated as servicer under a PSA, we will lose any investment related to such Servicing Partner's MSRs. If we or such Servicing Partner is terminated as servicer with respect to a PSA and we are unable to enforce our contractual rights against such Servicing Partner, or if such Servicing Partner is unable to make any resulting indemnification payments to us, if any such payment is due and payable, it may have a material adverse effect on our financial condition, results of operations, ability to make distributions, liquidity and financing arrangements, including our servicer advance financing facilities, and may make it more difficult for us to acquire additional interests in MSRs in the future.

Our borrowings collateralized by loans require that we make certain representations and warranties that, if determined to be inaccurate, could require us to repurchase loans or cover losses.

Our financing facilities require us to make certain representations and warranties regarding the loans that collateralize the borrowings. Although we perform due diligence on the loans that we acquire, certain representations and warranties that we make

in respect of such loans may ultimately be determined to be inaccurate. In the event of a breach of a representation or warranty, we may be required to repurchase affected loans, make indemnification payments to certain indemnified parties or address any claims associated with such breach. Further, we may have limited or no recourse against the seller from whom we purchased the loans. Such recourse may be limited due to a variety of factors, including the absence of a representation or warranty from the seller corresponding to the representation provided by us or the contractual expiration thereof.

Representations and warranties made by us in our loan sale agreements may subject us to liability.

We may be liable to purchasers under the related sale agreement for any breaches of representations and warranties made by HLSS at the time the applicable loans were sold. Such representations and warranties may include, but are not limited to, issues such as the validity of the lien; the absence of delinquent taxes or other liens; the loans' compliance with all local, state and federal laws and the delivery of all documents required to perfect title to the lien. If the purchaser is successful in asserting its claim for recourse, this could adversely affect the availability of financing under loan financing facilities or otherwise adversely impact our results of operations and liquidity. From time to time we sell residential mortgage loans pursuant to loan sale agreements. The risks describe in this paragraph relate to any such sales as well.

Our ability to exercise our cleanup call rights may be limited or delayed if a third party contests our ability to exercise our cleanup call rights, if the related securitization trustee refuses to permit the exercise of such rights, or if a related party is subject to bankruptcy proceedings.

Certain servicing contracts permit more than one party to exercise a cleanup call-meaning the right of a party to collapse a securitization trust by purchasing all of the remaining loans held by the securitization trust pursuant to the terms set forth in the applicable servicing agreement. While the servicers from which we acquired our cleanup call rights (or other servicers from which these servicers acquired MSRs) may be named as the party entitled to exercise such rights, certain third parties may also be permitted to exercise such rights. If any such third party exercises a cleanup call, we could lose our ability to exercise our cleanup call right and, as a result, lose the ability to generate positive returns with respect to the related securitization transaction. In addition, another party could impair our ability to exercise our cleanup call rights by contesting our rights (for example, by claiming that they hold the exclusive cleanup call right with respect to the applicable securitization trust). Moreover, because the ability to exercise a cleanup call right is governed by the terms of the applicable servicing agreement, any ambiguous or conflicting language regarding the exercise of such rights in the agreement may make it more difficult and costly to exercise a cleanup call right. Furthermore, certain servicing contracts provide cleanup call rights to a servicer currently subject to bankruptcy proceedings from which our servicers have acquired MSRs. While, notwithstanding the related bankruptcy proceedings, it is possible that we will be able to exercise the related cleanup calls within our desired time frame, our ability to exercise such rights may be significantly delayed or impaired by the applicable securitization trustee or bankruptcy estate or any additional steps required because of the bankruptcy process. Finally, many of our call rights are not currently exercisable and may not become exercisable for a period of years. As a result, our ability to realize the benefits from these rights will depend on a number of factors at the time they become exercisable many of which are outside our control, including interest rates, conditions in the capital markets and conditions in the residential mortgage market.

The exercise of cleanup calls could negatively impact our interests in MSRs.

The exercise of cleanup call rights results in the termination of the MSRs on the loans held within the related securitization trusts. To the extent we own interests in MSRs with respect to loans held within securitization trusts where cleanup call rights are exercised, whether they are exercised by us or a third party, the value of our interests in those MSRs will likely be reduced to zero and we could incur losses and reduced cash flows from any such interests.

New Residential's subsidiary New Residential Mortgage LLC is or may become subject to significant state and federal regulations.

A subsidiary of New Residential, NRM, has obtained or is currently in the process of obtaining applicable qualifications, licenses and approvals to own Non-Agency and certain Agency MSRs in the United States and certain other jurisdictions. As a result of NRM's current and expected approvals, NRM is subject to extensive and comprehensive regulation under federal, state and local laws in the United States. These laws and regulations do, and may in the future, significantly affect the way that NRM does business, and subject NRM and New Residential to additional costs and regulatory obligations, which could impact our financial results.

NRM's business may become subject to increasing regulatory oversight and scrutiny in the future as it continues seeking and obtaining additional approvals to hold MSRs, which may lead to regulatory investigations or enforcement, including both formal and informal inquiries, from various state and federal agencies as part of those agencies' oversight of the mortgage servicing

business. An adverse result in governmental investigations or examinations or private lawsuits, including purported class action lawsuits, may adversely affect NRM's and our financial results or result in serious reputational harm. In addition, a number of participants in the mortgage servicing industry have been the subject of purported class action lawsuits and regulatory actions by state or federal regulators, and other industry participants have been the subject of actions by state Attorneys General.

Failure of New Residential's subsidiary, NRM, to obtain or maintain certain licenses and approvals required for NRM to purchase and own MSRs could prevent us from purchasing or owning MSRs, which could limit our potential business activities.

State and federal laws require a business to hold certain state licenses prior to acquiring MSRs. NRM is currently licensed or otherwise eligible to hold MSRs in each applicable state. As a licensee in such states, NRM may become subject to administrative actions in those states for failing to satisfy ongoing license requirements or for other state law violations, the consequences of which could include fines or suspensions or revocations of NRM's licenses by applicable state regulatory authorities, which could in turn result in NRM becoming ineligible to hold MSRs in the related jurisdictions. We could be delayed or prohibited from conducting certain business activities if we do not maintain necessary licenses in certain jurisdictions. We cannot assure you that we will be able to maintain all of the required state licenses.

Additionally, NRM has received approval from FHA to hold MSRs associated with FHA-insured mortgage loans, from Fannie Mae to hold MSRs associated with loans owned by Fannie Mae, and from Freddie Mac to hold MSRs associated with loans owned by Freddie Mac. NRM may seek approval from Ginnie Mae to become an approved Ginnie Mae Issuer, which would make NRM eligible to hold MSRs associated with Ginnie Mae securities. As an approved Fannie Mae Servicer, Freddie Mac Servicer and FHA Lender, NRM is required to conduct aspects of its operations in accordance with applicable policies and guidelines published by FHA, Fannie Mae and Freddie Mac in order to maintain those approvals. Should NRM fail to maintain FHA, Fannie Mae or Freddie Mac approval, or fail to obtain approval from Ginnie Mae, NRM may be unable to purchase certain types of MSRs, which could limit our potential business activities.

NRM is currently subject to various, and may become subject to additional information reporting and other regulatory requirements, and there is no assurance that we will be able to satisfy those requirements or other ongoing requirements applicable to mortgage loan servicers under applicable state and federal laws. Any failure by NRM to comply with such state or federal regulatory requirements may expose us to administrative or enforcement actions, license or approval suspensions or revocations or other penalties that may restrict our business and investment options, any of which could restrict our business and investment options, adversely impact our business and financial results and damage our reputation.

We may become subject to fines or other penalties based on the conduct of mortgage loan originators and brokers that originate residential mortgage loans related to MSRs that we acquire, and the third-party servicers we may engage to subservice the loans underlying MSRs we acquire.

We have acquired MSRs and may in the future acquire additional MSRs from third-party mortgage loan originators, brokers or other sellers, and we therefore are or will become dependent on such third parties for the related mortgage loans' compliance with applicable law, and on third-party mortgage servicers, including our Servicing Partners, to perform the day-to-day servicing on the mortgage loans underlying any such MSRs. Mortgage loan originators and brokers are subject to strict and evolving consumer protection laws and other legal obligations with respect to the origination of residential mortgage loans. These laws and regulations include the residential mortgage servicing standards, "ability-to-repay" and "qualified mortgage" regulations promulgated by the CFPB, which became effective in 2014. In addition, there are various other federal, state, and local laws and regulations that are intended to discourage predatory lending practices by residential mortgage loan originators. These laws may be highly subjective and open to interpretation and, as a result, a regulator or court may determine that that there has been a violation where an originator or servicer of mortgage loans reasonably believed that the law or requirement had been satisfied. Although we do not currently originate or directly service any mortgage loans, failure or alleged failure by originators or servicers to comply with these laws and regulations could subject us, as an investor in MSRs, to state or CFPB administrative proceedings, which could result in monetary penalties, license suspensions or revocations, or restrictions to our business, all of which could adversely impact our business and financial results and damage our reputation.

The final servicing rules promulgated by the CFPB to implement certain sections of the Dodd-Frank Act include provisions relating to, among other things, periodic billing statements and disclosures, responding to borrower inquiries and complaints, force-placed insurance, and adjustable rate mortgage interest rate adjustment notices. Further, the mortgage servicing rules require servicers to, among other things, make good faith early intervention efforts to notify delinquent borrowers of loss mitigation options, to implement specified loss mitigation procedures, and if feasible, exhaust all loss mitigation options before proceeding to foreclosure. Proposed updates to further refine these rules have been published and will likely lead to further changes in requirements applicable to servicing mortgage loans.

We do not currently engage in any day-to-day servicing operations, and instead engage third-party servicers to subservice mortgage loans relating to any MSRs we acquire. It is therefore possible that a third-party servicer's failure to comply with the new and evolving servicing protocols could adversely affect the value of the MSRs we acquire. Additionally, we may become subject to fines, penalties or civil liability based upon the conduct of any third-party servicer who services mortgage loans related to MSRs that we have acquired or will acquire in the future.

Investments in MSRs may expose us to additional risks.

We hold investments in MSRs. Our investments in MSRs may subject us to certain additional risks, including the following:

- We have limited experience acquiring MSRs and operating a servicer. Although ownership of MSRs and the operation of a servicer includes many of the same risks as our other target assets and business activities, including risks related to prepayments, borrower credit, defaults, interest rates, hedging, and regulatory changes, there can be no assurance that we will be able to successfully operate a servicer subsidiary and integrate MSR investments into our business operations.
- As of today, we rely on subservicers to subservice the mortgage loans underlying our MSRs on our behalf. We are generally responsible under the applicable Servicing Guidelines for any subservicer's non-compliance with any such applicable Servicing Guideline. In addition, there is a risk that our current subservicers will be unwilling or unable to continue subservicing on our behalf on terms favorable to us in the future. In such a situation, we may be unable to locate a replacement subservicer on favorable terms.
- NRM's existing approvals from government-related entities or federal agencies are subject to compliance with their respective servicing guidelines, minimum capital requirements, reporting requirements and other conditions that they may impose from time to time at their discretion. Failure to satisfy such guidelines or conditions could result in the unilateral termination of NRM's existing approvals or pending applications by one or more entities or agencies.
- NRM is presently licensed or otherwise eligible to hold MSRs in all states within the United States and the District of Columbia. Such state licenses may be suspended or revoked by a state regulatory authority, and we may as a result lose the ability to own MSRs under the regulatory jurisdiction of such state regulatory authority.
- Changes in minimum servicing compensation for Agency loans could occur at any time and could negatively impact the value of the income derived from any MSRs that we hold or may acquire in the future.
- Investments in MSRs are highly illiquid and subject to numerous restrictions on transfer and, as a result, there is risk that we would be unable to locate a willing buyer or get approval to sell any MSRs in the future should we desire to do so.

Our business, results of operations, financial condition and reputation could be adversely impacted if we are not able to successfully manage these or other risks related to investing and managing MSR investments.

Risks Related to Our Manager

We are dependent on our Manager and may not find a suitable replacement if our Manager terminates the Management Agreement.

None of our officers or other senior individuals who perform services for us (other than three part-time employees of NRM), is an employee of New Residential. Instead, these individuals are employees of our Manager. Accordingly, we are completely reliant on our Manager, which has significant discretion as to the implementation of our operating policies and strategies, to conduct our business. We are subject to the risk that our Manager will terminate the Management Agreement and that we will not be able to find a suitable replacement for our Manager in a timely manner, at a reasonable cost or at all. Furthermore, we are dependent on the services of certain key employees of our Manager whose compensation is partially or entirely dependent upon the amount of incentive or management compensation earned by our Manager and whose continued service is not guaranteed, and the loss of such services could adversely affect our operations.

On December 27, 2017, SoftBank announced that it completed the SoftBank Merger. In connection with the SoftBank Merger, Fortress will operate within SoftBank as an independent business headquartered in New York. While Fortress's senior investment professionals are expected to remain in place, including those individuals who perform services for us, there can be no assurance that the SoftBank Merger will not have an impact on us or our relationship with the Manager.

There are conflicts of interest in our relationship with our Manager.

Our Management Agreement with our Manager was not negotiated between unaffiliated parties, and its terms, including fees payable, although approved by the independent directors of New Residential as fair, may not be as favorable to us as if they had been negotiated with an unaffiliated third party.

There are conflicts of interest inherent in our relationship with our Manager insofar as our Manager and its affiliates—including investment funds, private investment funds, or businesses managed by our Manager, including Nationstar and OneMain—invest in real estate and other securities and loans, consumer loans and interests in MSRs and whose investment objectives overlap with our investment objectives. Certain investments appropriate for us may also be appropriate for one or more of these other investment vehicles. Certain members of our board of directors and employees of our Manager who are our officers also serve as officers and/or directors of these other entities. Although we have the same Manager, we may compete with entities affiliated with our Manager or Fortress for certain target assets. From time to time, affiliates of Fortress focus on investments in assets with a similar profile as our target assets that we may seek to acquire. These affiliates may have meaningful purchasing capacity, which may change over time depending upon a variety of factors, including, but not limited to, available equity capital and debt financing, market conditions and cash on hand. Fortress has two funds primarily focused on investing in Excess MSRs with approximately $0.6 billion in investments in aggregate. We have broad investment guidelines, and we have co-invested and may co-invest with Fortress funds or portfolio companies of private equity funds managed by our Manager (or an affiliate thereof) in a variety of investments. We also may invest in securities that are senior or junior to securities owned by funds managed by our Manager. Fortress funds generally have a fee structure similar to ours, but the fees actually paid will vary depending on the size, terms and performance of each fund.

Our Management Agreement with our Manager generally does not limit or restrict our Manager or its affiliates from engaging in any business or managing other pooled investment vehicles that invest in investments that meet our investment objectives. Our Manager intends to engage in additional real estate related management and real estate and other investment opportunities in the future, which may compete with us for investments or result in a change in our current investment strategy. In addition, our certificate of incorporation provides that if Fortress or an affiliate or any of their officers, directors or employees acquire knowledge of a potential transaction that could be a corporate opportunity, they have no duty, to the fullest extent permitted by law, to offer such corporate opportunity to us, our stockholders or our affiliates. In the event that any of our directors and officers who is also a director, officer or employee of Fortress or its affiliates acquires knowledge of a corporate opportunity or is offered a corporate opportunity, provided that this knowledge was not acquired solely in such person's capacity as a director or officer of New Residential and such person acts in good faith, then to the fullest extent permitted by law such person is deemed to have fully satisfied such person's fiduciary duties owed to us and is not liable to us if Fortress or its affiliates pursues or acquires the corporate opportunity or if such person did not present the corporate opportunity to us.

The ability of our Manager and its officers and employees to engage in other business activities, subject to the terms of our Management Agreement with our Manager, may reduce the amount of time our Manager, its officers or other employees spend managing us. In addition, we may engage (subject to our investment guidelines) in material transactions with our Manager or another entity managed by our Manager or one of its affiliates, including Nationstar and OneMain which may include, but are not limited to, certain financing arrangements, purchases of debt, co-investments in interests in MSRs, consumer loans, and other assets that present an actual, potential or perceived conflict of interest. It is possible that actual, potential or perceived conflicts could give rise to investor dissatisfaction, litigation or regulatory enforcement actions. Appropriately dealing with conflicts of interest is complex and difficult, and our reputation could be damaged if we fail, or appear to fail, to deal appropriately with one or more potential, actual or perceived conflicts of interest. Regulatory scrutiny of, or litigation in connection with, conflicts of interest could have a material adverse effect on our reputation, which could materially adversely affect our business in a number of ways, including causing an inability to raise additional funds, a reluctance of counterparties to do business with us, a decrease in the prices of our equity securities and a resulting increased risk of litigation and regulatory enforcement actions.

The management compensation structure that we have agreed to with our Manager, as well as compensation arrangements that we may enter into with our Manager in the future (in connection with new lines of business or other activities), may incentivize our Manager to invest in high risk investments. In addition to its management fee, our Manager is currently entitled to receive incentive compensation. In evaluating investments and other management strategies, the opportunity to earn incentive compensation may lead our Manager to place undue emphasis on the maximization of earnings, including through the use of leverage, at the expense of other criteria, such as preservation of capital, in order to achieve higher incentive compensation. Investments with higher yield potential are generally riskier or more speculative than lower-yielding investments. Moreover, because our Manager receives compensation in the form of options in connection with the completion of our common equity offerings, our Manager may be incentivized to cause us to issue additional common stock, which could be dilutive to existing stockholders. In addition, our Manager's management fee is not tied to our performance and may not sufficiently incentivize our Manager to generate attractive risk-adjusted returns for us.

It would be difficult and costly to terminate our Management Agreement with our Manager.

It would be difficult and costly for us to terminate our Management Agreement with our Manager. The Management Agreement may only be terminated annually upon (i) the affirmative vote of at least two-thirds of our independent directors, or by a vote of the holders of a simple majority of the outstanding shares of our common stock, that there has been unsatisfactory performance by our Manager that is materially detrimental to us or (ii) a determination by a simple majority of our independent directors that the management fee payable to our Manager is not fair, subject to our Manager's right to prevent such a termination by accepting a mutually acceptable reduction of fees. Our Manager will be provided 60 days' prior notice of any termination and will be paid a termination fee equal to the amount of the management fee earned by the Manager during the 12-month period preceding such termination. In addition, following any termination of the Management Agreement, our Manager may require us to purchase its right to receive incentive compensation at a price determined as if our assets were sold for their fair market value (as determined by an appraisal, taking into account, among other things, the expected future performance of the underlying investments) or otherwise we may continue to pay the incentive compensation to our Manager. These provisions may increase the effective cost to us of terminating the Management Agreement, thereby adversely affecting our ability to terminate our Manager without cause.

Our directors have approved broad investment guidelines for our Manager and do not approve each investment decision made by our Manager. In addition, we may change our investment strategy without a stockholder vote, which may result in our making investments that are different, riskier or less profitable than our current investments.

Our Manager is authorized to follow broad investment guidelines. Consequently, our Manager has great latitude in determining the types and categories of assets it may decide are proper investments for us, including the latitude to invest in types and categories of assets that may differ from those in which we currently invest. Our directors will periodically review our investment guidelines and our investment portfolio. However, our board does not review or pre-approve each proposed investment or our related financing arrangements. In addition, in conducting periodic reviews, the directors rely primarily on information provided to them by our Manager. Furthermore, transactions entered into by our Manager may be difficult or impossible to unwind by the time they are reviewed by the directors, even if the transactions contravene the terms of the Management Agreement. In addition, we may change our investment strategy, including our target asset classes, without a stockholder vote.

Our investment strategy may evolve in light of existing market conditions and investment opportunities, and this evolution may involve additional risks depending upon the nature of the assets in which we invest and our ability to finance such assets on a short or long-term basis. Investment opportunities that present unattractive risk-return profiles relative to other available investment opportunities under particular market conditions may become relatively attractive under changed market conditions, and changes in market conditions may therefore result in changes in the investments we target. Decisions to make investments in new asset categories present risks that may be difficult for us to adequately assess and could therefore reduce our ability to pay dividends on our common stock or have adverse effects on our liquidity, results of operations or financial condition. A change in our investment strategy may also increase our exposure to interest rate, foreign currency, real estate market or credit market fluctuations and expose us to new legal and regulatory risks. In addition, a change in our investment strategy may increase our use of non-match-funded financing, increase the guarantee obligations we agree to incur or increase the number of transactions we enter into with affiliates. Our failure to accurately assess the risks inherent in new asset categories or the financing risks associated with such assets could adversely affect our results of operations, liquidity and financial condition.

Our Manager will not be liable to us for any acts or omissions performed in accordance with the Management Agreement, including with respect to the performance of our investments.

Pursuant to our Management Agreement, our Manager will not assume any responsibility other than to render the services called for thereunder in good faith and will not be responsible for any action of our board of directors in following or declining to follow its advice or recommendations. Our Manager, its members, managers, officers and employees will not be liable to us or any of our subsidiaries, to our board of directors, or our or any subsidiary's stockholders or partners for any acts or omissions by our Manager, its members, managers, officers or employees, except by reason of acts constituting bad faith, willful misconduct, gross negligence or reckless disregard of our Manager's duties under our Management Agreement. We shall, to the full extent lawful, reimburse, indemnify and hold our Manager, its members, managers, officers and employees and each other person, if any, controlling our Manager harmless of and from any and all expenses, losses, damages, liabilities, demands, charges and claims of any nature whatsoever (including attorneys' fees) in respect of or arising from any acts or omissions of an indemnified party made in good faith in the performance of our Manager's duties under our Management Agreement and not constituting such indemnified party's bad faith, willful misconduct, gross negligence or reckless disregard of our Manager's duties under our Management Agreement.

Our Manager's due diligence of investment opportunities or other transactions may not identify all pertinent risks, which could materially affect our business, financial condition, liquidity and results of operations.

Our Manager intends to conduct due diligence with respect to each investment opportunity or other transaction it pursues. It is possible, however, that our Manager's due diligence processes will not uncover all relevant facts, particularly with respect to any assets we acquire from third parties. In these cases, our Manager may be given limited access to information about the investment and will rely on information provided by the target of the investment. In addition, if investment opportunities are scarce, the process for selecting bidders is competitive, or the timeframe in which we are required to complete diligence is short, our ability to conduct a due diligence investigation may be limited, and we would be required to make investment decisions based upon a less thorough diligence process than would otherwise be the case. Accordingly, investments and other transactions that initially appear to be viable may prove not to be over time, due to the limitations of the due diligence process or other factors.

The ownership by our executive officers and directors of shares of common stock, options, or other equity awards of OneMain, Nationstar, and other entities either owned by Fortress funds managed by affiliates of our Manager or managed by our Manager may create, or may create the appearance of, conflicts of interest.

Some of our directors, officers and other employees of our Manager hold positions with OneMain, Nationstar, and other entities either owned by Fortress funds managed by affiliates of our Manager or managed by our Manager and own such entities' common stock, options to purchase such entities' common stock or other equity awards. Such ownership may create, or may create the appearance of, conflicts of interest when these directors, officers and other employees are faced with decisions that could have different implications for such entities than they do for us.

Risks Related to the Financial Markets

We do not know what impact the Dodd-Frank Act will have on our business.

On July 21, 2010, the U.S. enacted the Dodd-Frank Act. The Dodd-Frank Act affects almost every aspect of the U.S. financial services industry, including certain aspects of the markets in which we operate. The Dodd-Frank Act imposes new regulations on us and how we conduct our business. As we describe in more detail below, it affects our business in many ways but it is difficult at this time to know exactly how or what the cumulative impact will be.

First, generally the Dodd-Frank Act strengthens the regulatory oversight of securities and capital markets activities by the SEC and empowers the newly-created CFPB to enforce laws and regulations for consumer financial products and services. It requires market participants to undertake additional record-keeping activities and imposes many additional disclosure requirements for public companies.

Moreover, the Dodd-Frank Act contains a risk retention requirement for all asset-backed securities. We issue many asset-backed securities. In October 2014, final rules were promulgated by a consortium of regulators implementing the final credit risk retention requirements of Section 941(b) of the Dodd-Frank Act. Under these "Risk Retention Rules," sponsors of both public and private securitization transactions or one of their majority owned affiliates are required to retain at least 5% of the credit risk of the assets collateralizing such securitization transactions. These regulations generally prohibit the sponsor or its affiliate from directly or indirectly hedging or otherwise selling or transferring the retained interest for a specified period of time, depending on the type of asset that is securitized. Beginning December 2015 and December 2016, respectively, sponsors securitizing residential mortgages and certain other types of assets must comply with the Risk Retention Rules. The Risk Retention Rules provide for limited exemptions for certain types of assets, however, these exemptions may be of limited use under our current market practices. In any event, compliance with these new Risk Retention Rules has increased and will likely continue to increase the administrative and operational costs of asset securitization.

Further, the Dodd-Frank Act imposes mandatory clearing and exchange-trading requirements on many derivatives transactions (including formerly unregulated over-the-counter derivatives) in which we may engage. In addition, the Dodd-Frank Act is expected to increase the margin requirements for derivatives transactions that are not subject to mandatory clearing requirements, which may impact our activities. The Dodd-Frank Act also creates new categories of regulated market participants, such as "swap-dealers," "security-based swap dealers," "major swap participants" and "major security-based swap participants," and subjects or may subject these regulated entities to significant new capital, registration, recordkeeping, reporting, disclosure, business conduct and other regulatory requirements that will give rise to new administrative costs.

Also, under the Dodd-Frank Act, financial regulators belonging to the Financial Stability Oversight Council are required to name financial institutions that are deemed to be systemically important to the economy and which may require closer regulatory supervision. Such systemically important financial institutions, or "SIFIs," may be required to operate with greater safety margins,

such as higher levels of capital, and may face further limitations on their activities. The determination of what constitutes a SIFI is evolving, and in time SIFIs may include large investment funds and even asset managers. There can be no assurance that we will not be deemed to be a SIFI and thus subject to further regulation.

Even if certain of the new requirements of the Dodd-Frank Act are not directly applicable to us, they may still increase our costs of entering into transactions with the parties to whom the requirements are directly applicable. For instance, the new exchange-trading and trade reporting requirements may lead to reductions in the liquidity of derivative transactions, causing higher pricing or reduced availability of derivatives, or the reduction of arbitrage opportunities for us, which could adversely affect the performance of certain of our trading strategies. Importantly, many key aspects of the changes imposed by the Dodd-Frank Act will continue to be established by various regulatory bodies and other groups over the next several years. As a result, we do not know how significantly the Dodd-Frank Act will affect us. It is possible that the Dodd-Frank Act could, among other things, increase our costs of operating as a public company, impose restrictions on our ability to securitize assets and reduce our investment returns on securitized assets.

The federal conservatorship of Fannie Mae and Freddie Mac and related efforts, along with any changes in laws and regulations affecting the relationship between these agencies and the U.S. government, may adversely affect our business.

The payments we receive on the Agency RMBS in which we invest depend upon a steady stream of payments by borrowers on the underlying mortgages and the fulfillment of guarantees by GSEs. Ginnie Mae is part of a U.S. Government agency and its guarantees are backed by the full faith and credit of the U.S. Fannie Mae and Freddie Mac are GSEs, but their guarantees are not backed by the full faith and credit of the U.S. Government.

In response to the deteriorating financial condition of Fannie Mae and Freddie Mac and the credit market disruption beginning in 2007, Congress and the U.S. Treasury undertook a series of actions to stabilize these GSEs and the financial markets, generally. The Housing and Economic Recovery Act of 2008 was signed into law on July 30, 2008, and established the FHFA, with enhanced regulatory authority over, among other things, the business activities of Fannie Mae and Freddie Mac and the size of their portfolio holdings. On September 7, 2008, FHFA placed Fannie Mae and Freddie Mac into federal conservatorship and, together with the U.S. Treasury, established a program designed to boost investor confidence in Fannie Mae's and Freddie Mac's debt and Agency RMBS.

As the conservator of Fannie Mae and Freddie Mac, the FHFA controls and directs the operations of Fannie Mae and Freddie Mac and may (1) take over the assets of and operate Fannie Mae and Freddie Mac with all the powers of the stockholders, the directors and the officers of Fannie Mae and Freddie Mac and conduct all business of Fannie Mae and Freddie Mac; (2) collect all obligations and money due to Fannie Mae and Freddie Mac; (3) perform all functions of Fannie Mae and Freddie Mac which are consistent with the conservator's appointment; (4) preserve and conserve the assets and property of Fannie Mae and Freddie Mac; and (5) contract for assistance in fulfilling any function, activity, action or duty of the conservator.

Those efforts resulted in significant U.S. Government financial support and increased control of the GSEs.

The U.S. Federal Reserve (the "Fed") announced in November 2008 a program of large-scale purchases of Agency RMBS in an attempt to lower longer-term interest rates and contribute to an overall easing of adverse financial conditions. Subject to specified investment guidelines, the portfolios of Agency RMBS purchased through the programs established by the U.S. Treasury and the Fed may be held to maturity and, based on mortgage market conditions, adjustments may be made to these portfolios. This flexibility may adversely affect the pricing and availability of Agency RMBS that we seek to acquire during the remaining term of these portfolios.

There can be no assurance that the U.S. Government's intervention in Fannie Mae and Freddie Mac will be adequate for the longer-term viability of these GSEs. These uncertainties lead to questions about the availability of and trading market for, Agency RMBS. Accordingly, if these government actions are inadequate and the GSEs defaulted on their guaranteed obligations, suffered losses or ceased to exist, the value of our Agency RMBS and our business, operations and financial condition could be materially and adversely affected.

Additionally, because of the financial problems faced by Fannie Mae and Freddie Mac that led to their federal conservatorships, many policymakers have been examining the value of a federal mortgage guarantee and the appropriate role for the U.S. government in providing liquidity for residential mortgage loans. In June 2013, legislation titled "Housing Finance Reform and Taxpayer Protection Act of 2013" was introduced in the U.S. Senate; in July 2013, legislation titled "Protecting American Taxpayers and Homeowners Act of 2013" was introduced in the U.S. House of Representatives. The bills differ in many respects, but both require the wind-down of the GSEs. Each chairman of the respective Congressional committees of jurisdiction, as well as the Secretary of the Treasury, has each stated that housing finance policy is a priority. However, the details of any plans, policies

or proposals with respect to the housing GSEs are unknown at this time. Other bills have been introduced that change the GSEs' business charters and eliminate the entities or make other changes to the existing framework. We cannot predict whether or when the introduced legislation, the amended legislation or any future legislation may be enacted. Such legislation could materially and adversely affect the availability of, and trading market for, Agency RMBS and could, therefore, materially and adversely affect the value of our Agency RMBS and our business, operations and financial condition.

Legislation that permits modifications to the terms of outstanding loans may negatively affect our business, financial condition, liquidity and results of operations.

The U.S. government has enacted legislation that enables government agencies to modify the terms of a significant number of residential and other loans to provide relief to borrowers without the applicable investor's consent. These modifications allow for outstanding principal to be deferred, interest rates to be reduced, the term of the loan to be extended or other terms to be changed in ways that can permanently eliminate the cash flow (principal and interest) associated with a portion of the loan. These modifications are currently reducing, or in the future may reduce, the value of a number of our current or future investments, including investments in mortgage backed securities and interests in MSRs. As a result, such loan modifications are negatively affecting our business, results of operations, liquidity and financial condition. In addition, certain market participants propose reducing the amount of paperwork required by a borrower to modify a loan, which could increase the likelihood of fraudulent modifications and materially harm the U.S. mortgage market and investors that have exposure to this market. Additional legislation intended to provide relief to borrowers may be enacted and could further harm our business, results of operations and financial condition.

Risks Related to Our Taxation as a REIT

Qualifying as a REIT involves highly technical and complex provisions of the Internal Revenue Code.

Qualification as a REIT involves the application of highly technical and complex Internal Revenue Code provisions for which only limited judicial and administrative authorities exist. Even a technical or inadvertent violation could jeopardize our REIT qualification. Our qualification as a REIT will depend on our satisfaction of certain asset, income, organizational, distribution, stockholder ownership and other requirements on a continuing basis. Compliance with these requirements must be carefully monitored on a continuing basis. Monitoring and managing our REIT compliance has become challenging due to the increased size and complexity of the assets in our portfolio, a meaningful portion of which are not qualifying REIT assets. There can be no assurance that our Manager's personnel responsible for doing so will be able to successfully monitor our compliance or maintain our REIT status.

Our failure to qualify as a REIT would result in higher taxes and reduced cash available for distribution to our stockholders.

We intend to operate in a manner intended to qualify us as a REIT for U.S. federal income tax purposes. Our ability to satisfy the asset tests depends upon our analysis of the fair market values of our assets, some of which are not susceptible to a precise determination, and for which we do not obtain independent appraisals. See "—Risks Related to our Business—The valuations of our assets are subject to uncertainty because most of our assets are not traded in an active market," and "—Risks Related to Our Business—Rapid changes in the values of our assets may make it more difficult for us to maintain our qualification as a REIT or our exclusion from the 1940 Act." Our compliance with the REIT income and quarterly asset requirements also depends upon our ability to successfully manage the composition of our income and assets on an ongoing basis. Moreover, the proper classification of one or more of our investments (such as TBAs) may be uncertain in some circumstances, which could affect the application of the REIT qualification requirements. Accordingly, there can be no assurance that the U.S. Internal Revenue Service ("IRS") will not contend that our investments violate the REIT requirements.

If we were to fail to qualify as a REIT in any taxable year, we would be subject to U.S. federal income tax, including any applicable alternative minimum tax, on our taxable income at regular corporate rates, and distributions to stockholders would not be deductible by us in computing our taxable income. Any such corporate tax liability could be substantial and would reduce the amount of cash available for distribution to our stockholders, which in turn could have an adverse impact on the value of, and market price for, our stock. See also "—Our failure to qualify as a REIT would cause our stock to be delisted from the NYSE."

Unless entitled to relief under certain provisions of the Internal Revenue Code, we also would be disqualified from taxation as a REIT for the four taxable years following the year during which we initially ceased to qualify as a REIT. The rule against re-electing REIT status following a loss of such status would also apply to us if Drive Shack failed to qualify as a REIT for any taxable year ended on or before December 31, 2014, and we were treated as a successor to Drive Shack for U.S. federal income tax purposes. Although Drive Shack (i) represented in the separation and distribution agreement that it entered into with us on April 26, 2013 (the "Separation and Distribution Agreement") that it has no knowledge of any fact or circumstance that would

cause us to fail to qualify as a REIT and (ii) covenanted in the Separation and Distribution Agreement to use its reasonable best efforts to maintain its REIT status for each of Drive Shack's taxable years ended on or before December 31, 2014 (unless Drive Shack obtains an opinion from a nationally recognized tax counsel or a private letter ruling from the IRS to the effect that Drive Shack's failure to maintain its REIT status will not cause us to fail to qualify as a REIT under the successor REIT rule referred to above), no assurance can be given that such representation and covenant would prevent us from failing to qualify as a REIT. Although, in the event of a breach, we may be able to seek damages from Drive Shack, there can be no assurance that such damages, if any, would appropriately compensate us. In addition, if Drive Shack were to fail to qualify as a REIT despite its reasonable best efforts, we would have no claim against Drive Shack.

Our failure to qualify as a REIT would cause our stock to be delisted from the NYSE.

The NYSE requires, as a condition to the listing of our shares, that we maintain our REIT status. Consequently, if we fail to maintain our REIT status, our shares would promptly be delisted from the NYSE, which would decrease the trading activity of such shares. This could make it difficult to sell shares and would likely cause the market volume of the shares trading to decline.

If we were delisted as a result of losing our REIT status and desired to relist our shares on the NYSE, we would have to reapply to the NYSE to be listed as a domestic corporation. As the NYSE's listing standards for REITs are less onerous than its standards for domestic corporations, it would be more difficult for us to become a listed company under these heightened standards. We might not be able to satisfy the NYSE's listing standards for a domestic corporation. As a result, if we were delisted from the NYSE, we might not be able to relist as a domestic corporation, in which case our shares could not trade on the NYSE.

The failure of assets subject to repurchase agreements to qualify as real estate assets could adversely affect our ability to qualify as a REIT.

We enter into financing arrangements that are structured as sale and repurchase agreements pursuant to which we nominally sell certain of our assets to a counterparty and simultaneously enter into an agreement to repurchase these assets at a later date in exchange for a purchase price. Economically, these agreements are financings that are secured by the assets sold pursuant thereto. We believe that, for purposes of the REIT asset and income tests, we should be treated as the owner of the assets that are the subject of any such sale and repurchase agreement, notwithstanding that those agreements generally transfer record ownership of the assets to the counterparty during the term of the agreement. It is possible, however, that the IRS could assert that we did not own the assets during the term of the sale and repurchase agreement, in which case we might fail to qualify as a REIT.

The failure of our Excess MSRs to qualify as real estate assets or the income from our Excess MSRs to qualify as mortgage interest could adversely affect our ability to qualify as a REIT.

We have received from the IRS a private letter ruling substantially to the effect that our Excess MSRs represent interests in mortgages on real property and thus are qualifying "real estate assets" for purposes of the REIT asset test, which generate income that qualifies as interest on obligations secured by mortgages on real property for purposes of the REIT income test. The ruling is based on, among other things, certain assumptions as well as on the accuracy of certain factual representations and statements that we and Drive Shack have made to the IRS. If any of the representations or statements that we have made in connection with the private letter ruling, are, or become, inaccurate or incomplete in any material respect with respect to one or more Excess MSR investments, or if we acquire an Excess MSR investment with terms that are not consistent with the terms of the Excess MSR investments described in the private letter ruling, then we will not be able to rely on the private letter ruling. If we are unable to rely on the private letter ruling with respect to an Excess MSR investment, the IRS could assert that such Excess MSR investments do not qualify under the REIT asset and income tests, and if successful, we might fail to qualify as a REIT.

Dividends payable by REITs do not qualify for the reduced tax rates available for some "qualified dividends."

Dividends payable to domestic stockholders that are individuals, trusts, and estates are generally taxed at reduced tax rates applicable to "qualified dividends." Dividends payable by REITs, however, generally are not eligible for those reduced rates. The more favorable rates applicable to regular corporate dividends could cause investors who are individuals, trusts and estates to perceive investments in REITs to be relatively less attractive than investments in the stocks of non-REIT corporations that pay dividends, which could adversely affect the value of the stock of REITs, including our common stock. In addition, the relative attractiveness of real estate in general may be adversely affected by the favorable tax treatment given to non-REIT corporate dividends, which could affect the value of our real estate assets negatively.

REIT distribution requirements could adversely affect our liquidity and our ability to execute our business plan.

We generally must distribute annually at least 90% of our REIT taxable income, excluding any net capital gain, in order for corporate income tax not to apply to earnings that we distribute. We intend to make distributions to our stockholders to comply with the REIT requirements of the Internal Revenue Code. However, differences in timing between the recognition of taxable income and the actual receipt of cash could require us to sell assets or borrow funds on a short-term or long-term basis to meet the 90% distribution requirement of the Internal Revenue Code. Certain of our assets, such as our investment in consumer loans, generate substantial mismatches between taxable income and available cash. As a result, the requirement to distribute a substantial portion of our net taxable income could cause us to: (i) sell assets in adverse market conditions; (ii) borrow on unfavorable terms; (iii) distribute amounts that would otherwise be invested in future acquisitions, capital expenditures or repayment of debt; or (iv) make taxable distributions of our capital stock or debt securities in order to comply with REIT requirements. Further, amounts distributed will not be available to fund investment activities. If we fail to obtain debt or equity capital in the future, it could limit our ability to satisfy our liquidity needs, which could adversely affect the value of our common stock.

We may be required to report taxable income for certain investments in excess of the economic income we ultimately realize from them.

Based on IRS guidance concerning the classification of Excess MSRs, we intend to treat our Excess MSRs as ownership interests in the interest payments made on the underlying residential mortgage loans, akin to an "interest only" strip. Under this treatment, for purposes of determining the amount and timing of taxable income, each Excess MSR is treated as a bond that was issued with original issue discount on the date we acquired such Excess MSR. In general, we will be required to accrue original issue discount based on the constant yield to maturity of each Excess MSR, and to treat such original issue discount as taxable income in accordance with the applicable U.S. federal income tax rules. The constant yield of an Excess MSR will be determined, and we will be taxed, based on a prepayment assumption regarding future payments due on the residential mortgage loans underlying the Excess MSR. If the residential mortgage loans underlying an Excess MSR prepay at a rate different than that under the prepayment assumption, our recognition of original issue discount will be either increased or decreased depending on the circumstances. Thus, in a particular taxable year, we may be required to accrue an amount of income in respect of an Excess MSR that exceeds the amount of cash collected in respect of that Excess MSR. Furthermore, it is possible that, over the life of the investment in an Excess MSR, the total amount we pay for, and accrue with respect to, the Excess MSR may exceed the total amount we collect on such Excess MSR. No assurance can be given that we will be entitled to a deduction for such excess, meaning that we may be required to recognize "phantom income" over the life of an Excess MSR.

Other debt instruments that we may acquire, including consumer loans, may be issued with, or treated as issued with, original issue discount. Those instruments would be subject to the original issue discount accrual and income computations that are described above with regard to Excess MSRs.

Under the recently enacted Tax Cuts and Jobs Act ("TCJA"), we generally will be required to take certain amounts into income no later than the time such amounts are reflected on certain financial statements. The application of this rule may require the accrual of, among other categories of income, income with respect to certain debt instruments or mortgage-backed securities, such as original issue discount or market discount, earlier than would be the case under the general tax rules, although the precise application of this rule is unclear at this time. This rule generally will be effective for tax years beginning after December 31, 2017 or, for debt instruments or mortgage-backed securities issued with original issue discount, for tax years beginning after December 31, 2018.

We may acquire debt instruments in the secondary market for less than their face amount. The discount at which such debt instruments are acquired may reflect doubts about their ultimate collectability rather than current market interest rates. The amount of such discount will nevertheless generally be treated as "market discount" for U.S. federal income tax purposes. Accrued market discount is reported as income when, and to the extent that, any payment of principal of the debt instrument is made. If we collect less on the debt instrument than our purchase price plus the market discount we had previously reported as income, we may not be able to benefit from any offsetting loss deductions.

In addition, we may acquire debt instruments that are subsequently modified by agreement with the borrower. If the amendments to the outstanding instrument are "significant modifications" under the applicable U.S. Treasury regulations, the modified instrument will be considered to have been reissued to us in a debt-for-debt exchange with the borrower. In that event, we may be required to recognize taxable gain to the extent the principal amount of the modified instrument exceeds our adjusted tax basis in the unmodified instrument, even if the value of the instrument or the payment expectations have not changed. Following such a taxable modification, we would hold the modified loan with a cost basis equal to its principal amount for U.S. federal tax purposes.

Finally, in the event that any debt instruments acquired by us are delinquent as to mandatory principal and interest payments, or in the event payments with respect to a particular instrument are not made when due, we may nonetheless be required to continue to recognize the unpaid interest as taxable income as it accrues, despite doubt as to its ultimate collectability. Similarly, we may be required to accrue interest income with respect to debt instruments at the stated rate regardless of whether corresponding cash payments are received or are ultimately collectible. In each case, while we would in general ultimately have an offsetting loss deduction available to us when such interest was determined to be uncollectible, the utility of that deduction could depend on our having taxable income of an appropriate character in that later year or thereafter.

In any event, if our investments generate more taxable income than cash in any given year, we may have difficulty satisfying our annual REIT distribution requirement.

We may be unable to generate sufficient cash from operations to pay our operating expenses and to pay distributions to our stockholders.

As a REIT, we are generally required to distribute at least 90% of our REIT taxable income (determined without regard to the dividends paid deduction and not including net capital gains) each year to our stockholders. To qualify for the tax benefits accorded to REITs, we intend to make distributions to our stockholders in amounts such that we distribute all or substantially all of our net taxable income, subject to certain adjustments, although there can be no assurance that our operations will generate sufficient cash to make such distributions. Moreover, our ability to make distributions may be adversely affected by the risk factors described herein. See also "—Risks Related to our Common Stock—We have not established a minimum distribution payment level, and we cannot assure you of our ability to pay distributions in the future."

The stock ownership limit imposed by the Internal Revenue Code for REITs and our certificate of incorporation may inhibit market activity in our stock and restrict our business combination opportunities.

In order for us to maintain our qualification as a REIT under the Internal Revenue Code, not more than 50% in value of our outstanding stock may be owned, directly or indirectly, by five or fewer individuals (as defined in the Internal Revenue Code to include certain entities) at any time during the last half of each taxable year after our first taxable year. Our certificate of incorporation, with certain exceptions, authorizes our board of directors to take the actions that are necessary and desirable to preserve our qualification as a REIT. Stockholders are generally restricted from owning more than 9.8% by value or number of shares, whichever is more restrictive, of our outstanding shares of common stock, or 9.8% by value or number of shares, whichever is more restrictive, of our outstanding shares of capital stock. Our board may grant an exemption in its sole discretion, subject to such conditions, representations and undertakings as it may determine in its sole discretion. These ownership limits could delay or prevent a transaction or a change in our control that might involve a premium price for our common stock or otherwise be in the best interest of our stockholders.

Even if we remain qualified as a REIT, we may face other tax liabilities that reduce our cash flow.

Even if we remain qualified for taxation as a REIT, we may be subject to certain federal, state and local taxes on our income and assets, including taxes on any undistributed income, tax on income from some activities conducted as a result of a foreclosure, and state or local income, property and transfer taxes. Moreover, if a REIT distributes less than 85% of its ordinary income and 95% of its capital gain net income plus any undistributed shortfall from the prior year (the "Required Distribution") to its stockholders during any calendar year (including any distributions declared by the last day of the calendar year but paid in the subsequent year), then it is required to pay an excise tax on 4% of any shortfall between the Required Distribution and the amount that was actually distributed. Any of these taxes would decrease cash available for distribution to our stockholders. In addition, in order to meet the REIT qualification requirements, or to avert the imposition of a 100% tax that applies to certain gains derived by a REIT from dealer property or inventory, we may hold some of our assets through TRSs. Such subsidiaries generally will be subject to corporate level income tax at regular rates and the payment of such taxes would reduce our return on the applicable investment. Currently, we hold some of our investments in TRSs, including Servicer Advance Investments and MSRs, and we may contribute other non-qualifying investments, such as our investment in consumer loans, to a TRS in the future.

Complying with the REIT requirements may negatively impact our investment returns or cause us to forgo otherwise attractive opportunities, liquidate assets or contribute assets to a TRS.

To qualify as a REIT for U.S. federal income tax purposes, we must continually satisfy tests concerning, among other things, the sources of our income, the nature and diversification of our assets, the amounts we distribute to our stockholders and the ownership of our stock. As a result of these tests, we may be required to make distributions to stockholders at disadvantageous times or when we do not have funds readily available for distribution, forgo otherwise attractive investment opportunities, liquidate assets in adverse market conditions or contribute assets to a TRS that is subject to regular corporate federal income tax. Our ability to

acquire and hold MSRs, interests in consumer loans, Servicer Advance Investments and other investments is subject to the applicable REIT qualification tests, and we may have to hold these interests through TRSs, which would negatively impact our returns from these assets. In general, compliance with the REIT requirements may hinder our ability to make and retain certain attractive investments.

Complying with the REIT requirements may limit our ability to hedge effectively.

The existing REIT provisions of the Internal Revenue Code may substantially limit our ability to hedge our operations because a significant amount of the income from those hedging transactions is likely to be treated as non-qualifying income for purposes of both REIT gross income tests. In addition, we must limit our aggregate income from non-qualified hedging transactions, from our provision of services and from other non-qualifying sources, to less than 5% of our annual gross income (determined without regard to gross income from qualified hedging transactions).

As a result, we may have to limit our use of certain hedging techniques or implement those hedges through TRSs. This could result in greater risks associated with changes in interest rates than we would otherwise want to incur or could increase the cost of our hedging activities. If we fail to comply with these limitations, we could lose our REIT qualification for U.S. federal income tax purposes, unless our failure was due to reasonable cause, and not due to willful neglect, and we meet certain other technical requirements. Even if our failure were due to reasonable cause, we might incur a penalty tax. See also "—Risks Related to Our Business—Any hedging transactions that we enter into may limit our gains or result in losses."

Distributions to tax-exempt investors may be classified as unrelated business taxable income.

Neither ordinary nor capital gain distributions with respect to our stock nor gain from the sale of stock should generally constitute unrelated business taxable income to a tax-exempt investor. However, there are certain exceptions to this rule. In particular:

- part of the income and gain recognized by certain qualified employee pension trusts with respect to our stock may be treated as unrelated business taxable income if shares of our stock are predominantly held by qualified employee pension trusts, and we are required to rely on a special look-through rule for purposes of meeting one of the REIT ownership tests, and we are not operated in a manner to avoid treatment of such income or gain as unrelated business taxable income;
- part of the income and gain recognized by a tax-exempt investor with respect to our stock would constitute unrelated business taxable income if the investor incurs debt in order to acquire the stock; and
- to the extent that we are (or a part of us, or a disregarded subsidiary of ours, is) a "taxable mortgage pool," or if we hold residual interests in a real estate mortgage investment conduit, a portion of the distributions paid to a tax exempt stockholder that is allocable to excess inclusion income may be treated as unrelated business taxable income.

The "taxable mortgage pool" rules may increase the taxes that we or our stockholders may incur, and may limit the manner in which we effect future securitizations.

We may enter into securitization or other financing transactions that result in the creation of taxable mortgage pools for U.S. federal income tax purposes. As a REIT, so long as we own 100% of the equity interests in a taxable mortgage pool, we would generally not be adversely affected by the characterization of a securitization as a taxable mortgage pool. Certain categories of stockholders, however, such as foreign stockholders eligible for treaty or other benefits, stockholders with net operating losses, and certain tax exempt stockholders that are subject to unrelated business income tax, could be subject to increased taxes on a portion of their dividend income from us that is attributable to the taxable mortgage pool. In addition, to the extent that our stock is owned by tax exempt "disqualified organizations," such as certain government-related entities and charitable remainder trusts that are not subject to tax on unrelated business income, we could incur a corporate level tax on a portion of our income from the taxable mortgage pool. In that case, we might reduce the amount of our distributions to any disqualified organization whose stock ownership gave rise to the tax. Moreover, we may be precluded from selling equity interests in these securitizations to outside investors, or selling any debt securities issued in connection with these securitizations that might be considered to be equity interests for tax purposes. These limitations may prevent us from using certain techniques to maximize our returns from securitization transactions.

Uncertainty exists with respect to the treatment of TBAs for purposes of the REIT asset and income tests, and the failure of TBAs to be qualifying assets or of income/gains from TBAs to be qualifying income could adversely affect our ability to qualify as a REIT.

We purchase and sell Agency RMBS through TBAs and recognize income or gains from the disposition of those TBAs, through dollar roll transactions or otherwise. In a dollar roll transaction, we exchange an existing TBA for another TBA with a different settlement date. There is no direct authority with respect to the qualification of TBAs as real estate assets or U.S. Government securities for purposes of the 75% asset test or the qualification of income or gains from dispositions of TBAs as gains from the

sale of real property (including interests in real property and interests in mortgages on real property) or other qualifying income for purposes of the 75% gross income test. For a particular taxable year, we would treat such TBAs as qualifying assets for purposes of the REIT asset tests, and income and gains from such TBAs as qualifying income for purposes of the 75% gross income test, to the extent set forth in an opinion from Skadden, Arps, Slate, Meagher & Flom LLP substantially to the effect that (i) for purposes of the REIT asset tests, our ownership of a TBA should be treated as ownership of the underlying Agency RMBS, and (ii) for purposes of the 75% REIT gross income test, any gain recognized by us in connection with the settlement of such TBAs should be treated as gain from the sale or disposition of the underlying Agency RMBS. Opinions of counsel are not binding on the IRS, and no assurance can be given that the IRS would not successfully challenge the conclusions set forth in such opinions. In addition, it must be emphasized that any opinion of Skadden, Arps, Slate, Meagher & Flom LLP would be based on various assumptions relating to any TBAs that we enter into and would be conditioned upon fact-based representations and covenants made by our management regarding such TBAs. No assurance can be given that the IRS would not assert that such assets or income are not qualifying assets or income. If the IRS were to successfully challenge any conclusions of Skadden, Arps, Slate, Meagher & Flom LLP, we could be subject to a penalty tax or we could fail to qualify as a REIT if a sufficient portion of our assets consists of TBAs or a sufficient portion of our income consists of income or gains from the disposition of TBAs.

The tax on prohibited transactions will limit our ability to engage in transactions that would be treated as prohibited transactions for U.S. federal income tax purposes.

Net income that we derive from a "prohibited transaction" is subject to a 100% tax. The term "prohibited transaction" generally includes a sale or other disposition of property (including mortgage loans, but other than foreclosure property, as discussed below) that is held primarily for sale to customers in the ordinary course of our trade or business. We might be subject to this tax if we were to dispose of or securitize loans or Excess MSRs in a manner that was treated as a prohibited transaction for U.S. federal income tax purposes.

We intend to conduct our operations so that no asset that we own (or are treated as owning) will be treated as, or as having been, held-for-sale to customers, and that a sale of any such asset will not be treated as having been in the ordinary course of our business. As a result, we may choose not to engage in certain sales of loans or Excess MSRs at the REIT level, and may limit the structures we utilize for our securitization transactions, even though the sales or structures might otherwise be beneficial to us. In addition, whether property is held "primarily for sale to customers in the ordinary course of a trade or business" depends on the particular facts and circumstances. No assurance can be given that any property that we sell will not be treated as property held-for-sale to customers, or that we can comply with certain safe-harbor provisions of the Internal Revenue Code that would prevent such treatment. The 100% prohibited transaction tax does not apply to gains from the sale of property that is held through a TRS or other taxable corporation, although such income will be subject to tax in the hands of the corporation at regular corporate rates. We intend to structure our activities to prevent prohibited transaction characterization.

Liquidation of assets may jeopardize our REIT qualification or create additional tax liability for us.

To qualify as a REIT, we must comply with requirements regarding the composition of our assets and our sources of income. If we are compelled to liquidate our investments to repay obligations to our lenders, we may be unable to comply with these requirements, ultimately jeopardizing our qualification as a REIT, or we may be subject to a 100% tax on any resultant gain if we sell assets that are treated as dealer property or inventory.

Changes to U.S. federal income tax laws could materially and adversely affect us and our stockholders.

The present U.S. federal income tax treatment of REITs and their shareholders may be modified, possibly with retroactive effect, by legislative, judicial or administrative action at any time, which could affect the U.S. federal income tax treatment of an investment in our shares. The U.S. federal income tax rules, including those dealing with REITs, are constantly under review by persons involved in the legislative process, the IRS and the U.S. Treasury Department, which results in statutory changes as well as frequent revisions to regulations and interpretations.

The recently enacted TCJA makes substantial changes to the Internal Revenue Code. Among those changes are a significant permanent reduction in the generally applicable corporate tax rate, changes in the taxation of individuals and other non-corporate taxpayers that generally but not universally reduce their taxes on a temporary basis subject to "sunset" provisions, the elimination or modification of various currently allowed deductions (including substantial limitations on the deductibility of interest and, in the case of individuals, the deduction for personal state and local taxes), certain additional limitations on the deduction of net operating losses and preferential rates of taxation on most ordinary REIT dividends and certain business income derived by non-corporate taxpayers in comparison to other ordinary income recognized by such taxpayers. The effect of these, and the many other, changes made in the TCJA is highly uncertain, both in terms of their direct effect on the taxation of an investment in our common stock and their indirect effect on the value of our assets or market conditions generally. Furthermore, many of the provisions of

the TCJA will require guidance through the issuance of Treasury regulations in order to assess their effect. There may be a substantial delay before such regulations are promulgated, increasing the uncertainty as to the ultimate effect of the statutory amendments on us. It is also likely that there will be technical corrections legislation proposed with respect to the TCJA next year, the effect of which cannot be predicted and may be adverse to us or our stockholders.

Risks Related to our Common Stock

There can be no assurance that the market for our stock will provide you with adequate liquidity.

Our common stock began trading (on a when issued basis) on the NYSE on May 2, 2013. There can be no assurance that an active trading market for our common stock will be sustained in the future, and the market price of our common stock may fluctuate widely, depending upon many factors, some of which may be beyond our control. These factors include, without limitation:

- a shift in our investor base;
- our quarterly or annual earnings and cash flows, or those of other comparable companies;
- actual or anticipated fluctuations in our operating results;
- changes in accounting standards, policies, guidance, interpretations or principles;
- announcements by us or our competitors of significant investments, acquisitions or dispositions;
- the failure of securities analysts to cover our common stock;
- changes in earnings estimates by securities analysts or our ability to meet those estimates;
- market performance of affiliates and other counterparties with whom we conduct business;
- the operating and stock price performance of other comparable companies;
- our failure to qualify as a REIT, maintain our exemption under the 1940 Act or satisfy the NYSE listing requirements;
- negative public perception of us, our competitors or industry;
- overall market fluctuations; and
- general economic conditions.

Stock markets in general have experienced volatility that has often been unrelated to the operating performance of a particular company. These broad market fluctuations may adversely affect the market price of our common stock.

Sales or issuances of shares of our common stock could adversely affect the market price of our common stock.

Sales or issuances of substantial amounts of shares of our common stock, or the perception that such sales or issuances might occur, could adversely affect the market price of our common stock. The issuance of our common stock in connection with property, portfolio or business acquisitions or the exercise of outstanding options or otherwise could also have an adverse effect on the market price of our common stock. We have an effective registration statement on file to sell common stock or convertible securities in public offerings.

Failure to maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 could have a material adverse effect on our business and stock price.

As a public company, we are required to maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act of 2002. Internal control over financial reporting is complex and may be revised over time to adapt to changes in our business, or changes in applicable accounting rules. We have made investments through joint ventures, such as our investment in consumer loans, and accounting for such investments can increase the complexity of maintaining effective internal control over financial reporting. We cannot assure you that our internal control over financial reporting will be effective in the future or that a material weakness will not be discovered with respect to a prior period for which we had previously believed that our internal control over financial reporting was effective. If we are not able to maintain or document effective internal control over financial reporting, our independent registered public accounting firm will not be able to certify as to the effectiveness of our internal control over financial reporting. Matters impacting our internal control over financial reporting may cause us to be unable to report our financial information on a timely basis, or may cause us to restate previously issued financial information, and thereby subject us to adverse regulatory consequences, including sanctions or investigations by the SEC, or violations of applicable stock exchange listing rules. There could also be a negative reaction in the financial markets due to a loss of investor confidence in us and the reliability of our financial statements. Confidence in the reliability of our financial statements is also likely to suffer if we or our independent registered public accounting firm reports a material weakness in the effectiveness of our internal control over financial reporting. This could materially adversely affect us by, for example, leading to a decline in our stock price and impairing our ability to raise capital.

Your percentage ownership in us may be diluted in the future.

Your percentage ownership in us may be diluted in the future because of equity awards that we expect will be granted to our Manager, to the directors, officers and employees of our Manager who perform services for us, and to our directors, officers and employees, as well as other equity instruments such as debt and equity financing. We have adopted a Nonqualified Stock Option and Incentive Award Plan, as amended (the "Plan"), which provides for the grant of equity-based awards, including restricted stock, options, stock appreciation rights, performance awards, tandem awards and other equity-based and non-equity based awards, in each case to our Manager, to the directors, officers, employees, service providers, consultants and advisor of our Manager who perform services for us, and to our directors, officers, employees, service providers, consultants and advisors. We reserved 15 million shares of our common stock for issuance under the Plan. The term of the Plan expires in 2023. On the first day of each fiscal year beginning during the term of the Plan, that number will be increased by a number of shares of our common stock equal to 10% of the number of shares of our common stock newly issued by us during the immediately preceding fiscal year. In connection with any offering of our common stock, we will issue to our Manager options relating to shares of our common stock, representing 10% of the number of shares being offered. Our board of directors may also determine to issue options to the Manager that are not subject to the Plan, provided that the number of shares relating to any options granted to the Manager in connection with an offering of our common stock would not exceed 10% of the shares sold in such offering and would be subject to NYSE rules.

We may incur or issue debt or issue equity, which may negatively affect the market price of our common stock.

We may in the future incur or issue debt or issue equity or equity-related securities. In the event of our liquidation, lenders and holders of our debt and holders of our preferred stock (if any) would receive a distribution of our available assets before common stockholders. Any future incurrence or issuance of debt would increase our interest cost and could adversely affect our results of operations and cash flows. We are not required to offer any additional equity securities to existing common stockholders on a preemptive basis. Therefore, additional issuances of common stock, directly or through convertible or exchangeable securities, warrants or options, will dilute the holdings of our existing common stockholders and such issuances, or the perception of such issuances, may reduce the market price of our common stock. Any preferred stock issued by us would likely have a preference on distribution payments, periodically or upon liquidation, which could eliminate or otherwise limit our ability to make distributions to common stockholders. Because our decision to incur or issue debt or issue equity or equity-related securities in the future will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing, nature or success of our future capital raising efforts. Thus, common stockholders bear the risk that our future incurrence or issuance of debt or issuance of equity or equity-related securities will adversely affect the market price of our common stock.

We have not established a minimum distribution payment level, and we cannot assure you of our ability to pay distributions in the future.

We intend to make quarterly distributions of our REIT taxable income to holders of our common stock out of assets legally available therefor. We have not established a minimum distribution payment level and our ability to pay distributions may be adversely affected by a number of factors, including the risk factors described in this report. Any distributions will be authorized by our board of directors and declared by us based upon a number of factors, including our actual and anticipated results of operations, liquidity and financial condition, restrictions under Delaware law or applicable financing covenants, our REIT taxable income, the annual distribution requirements under the REIT provisions of the Internal Revenue Code, our operating expenses and other factors our directors deem relevant.

Our board of directors approved two increases in our quarterly dividends during 2017, which has resulted in reduced cash flows. Although we have other sources of liquidity, such as sales of and repayments from our investments, potential debt financing sources and the issuance of equity securities, there can be no assurance that we will generate sufficient cash or achieve investment results that will allow us to make a specified level of cash distributions or year-to-year increases in cash distributions in the future.

Furthermore, while we are required to make distributions in order to maintain our REIT status (as described above under "—Risks Related to our Taxation as a REIT—We may be unable to generate sufficient cash from operations to pay our operating expenses and to pay distributions to our stockholders"), we may elect not to maintain our REIT status, in which case we would no longer be required to make such distributions. Moreover, even if we do elect to maintain our REIT status, we may elect to comply with the applicable requirements by, after completing various procedural steps, distributing, under certain circumstances, a portion of the required amount in the form of shares of our common stock in lieu of cash. If we elect not to maintain our REIT status or to satisfy any required distributions in shares of common stock in lieu of cash, such action could negatively and materially affect our business, results of operations, liquidity and financial condition as well as the market price of our common stock. No assurance can be given that we will make any distributions on shares of our common stock in the future.

We may in the future choose to make distributions in our own stock, in which case you could be required to pay income taxes in excess of any cash distributions you receive.

We may in the future make taxable distributions that are payable in cash and shares of our common stock at the election of each stockholder. Taxable stockholders receiving such distributions will be required to include the full amount of the distribution as ordinary income to the extent of our current and accumulated earnings and profits for federal income tax purposes. As a result, stockholders may be required to pay income taxes with respect to such distributions in excess of the cash distributions received. If a U.S. stockholder sells the stock that it receives as a distribution in order to pay this tax, the sale proceeds may be less than the amount included in income with respect to the distribution, depending on the market price of our stock at the time of the sale. Furthermore, with respect to certain non-U.S. stockholders, we may be required to withhold U.S. tax with respect to such distributions, including in respect of all or a portion of such distribution that is payable in stock. In addition, if a significant number of our stockholders determine to sell shares of our common stock in order to pay taxes owed on distributions, it may put downward pressure on the market price of our common stock.

In August 2017, the IRS issued guidance authorizing elective cash/stock dividends to be made by public REITs where there is a minimum (of at least 20%) amount of cash that may be paid as part of the dividend, provided that certain requirements are met. It is unclear whether and to what extent we would be able to or choose to pay taxable distributions in cash and stock. In addition, no assurance can be given that the IRS will not impose additional requirements in the future with respect to taxable cash/stock distributions, including on a retroactive basis, or assert that the requirements for such taxable cash/stock distributions have not been met.

An increase in market interest rates may have an adverse effect on the market price of our common stock.

One of the factors that investors may consider in deciding whether to buy or sell shares of our common stock is our distribution rate as a percentage of our stock price relative to market interest rates. If the market price of our common stock is based primarily on the earnings and return that we derive from our investments and income with respect to our investments and our related distributions to stockholders, and not from the market value of the investments themselves, then interest rate fluctuations and capital market conditions will likely affect the market price of our common stock. For instance, if market interest rates rise without an increase in our distribution rate, the market price of our common stock could decrease, as potential investors may require a higher distribution yield on our common stock or seek other securities paying higher distributions or interest. In addition, rising interest rates would result in increased interest expense on our outstanding and future (variable and fixed) rate debt, thereby adversely affecting cash flow and our ability to service our indebtedness and pay distributions.

Provisions in our certificate of incorporation and bylaws and of Delaware law may prevent or delay an acquisition of our company, which could decrease the market price of our common stock.

Our certificate of incorporation, bylaws and Delaware law contain provisions that are intended to deter coercive takeover practices and inadequate takeover bids by making such practices or bids unacceptably expensive to the raider and to encourage prospective acquirers to negotiate with our board of directors rather than to attempt a hostile takeover. These provisions include, among others:

- a classified board of directors with staggered three-year terms;
- provisions regarding the election of directors, classes of directors, the term of office of directors, the filling of director vacancies and the resignation and removal of directors for cause only upon the affirmative vote of at least 80% of the then issued and outstanding shares of our capital stock entitled to vote thereon;
- provisions regarding corporate opportunity only upon the affirmative vote of at least 80% of the then issued and outstanding shares of our capital stock entitled to vote thereon;
- removal of directors only for cause and only with the affirmative vote of at least 80% of the then issued and outstanding shares of our capital stock entitled to vote in the election of directors;
- our board of directors to determine the powers, preferences and rights of our preferred stock and to issue such preferred stock without stockholder approval;
- advance notice requirements applicable to stockholders for director nominations and actions to be taken at annual meetings;
- a prohibition, in our certificate of incorporation, stating that no holder of shares of our common stock will have cumulative voting rights in the election of directors, which means that the holders of a majority of the issued and outstanding shares of common stock can elect all the directors standing for election; and
- a requirement in our bylaws specifically denying the ability of our stockholders to consent in writing to take any action in lieu of taking such action at a duly called annual or special meeting of our stockholders.

Public stockholders who might desire to participate in these types of transactions may not have an opportunity to do so, even if the transaction is considered favorable to stockholders. These anti-takeover provisions could substantially impede the ability of

public stockholders to benefit from a change in control or a change in our management and board of directors and, as a result, may adversely affect the market price of our common stock and your ability to realize any potential change of control premium.

ERISA may restrict investments by plans in our common stock.

A plan fiduciary considering an investment in our common stock should consider, among other things, whether such an investment is consistent with the fiduciary obligations under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including whether such investment might constitute or give rise to a prohibited transaction under ERISA, the Internal Revenue Code or any substantially similar federal, state or local law and, if so, whether an exemption from such prohibited transaction rules is available.

Item 1B. Unresolved Staff Comments

Not Applicable.

Item 2. Properties.

None.

Item 3. Legal Proceedings.

Following the HLSS Acquisition (see Note 1 to our Consolidated Financial Statements), material potential claims, lawsuits, regulatory inquiries or investigations, and other proceedings, of which we are currently aware, are as follows. We have not accrued losses in connection with these legal contingencies because management does not believe there is a probable and reasonably estimable loss. Furthermore, we cannot reasonably estimate the range of potential loss related to these legal contingencies at this time. However, the ultimate outcomes of the proceedings described below may have a material adverse effect on our business, financial position or results of operations.

In addition to the matters described below, from time to time, we are or may be involved in various disputes, litigation and regulatory inquiry and investigation matters that arise in the ordinary course of business. Given the inherent unpredictability of these types of proceedings, it is possible that future adverse outcomes could have a material adverse effect on our financial results.

Three putative class action lawsuits have been filed against HLSS and certain of its current and former officers and directors in the United States District Court for the Southern District of New York entitled: (i) *Oliveira v. Home Loan Servicing Solutions, Ltd., et al.*, No. 15-CV-652 (S.D.N.Y.), filed on January 29, 2015; (ii) *Berglan v. Home Loan Servicing Solutions, Ltd., et al.*, No. 15-CV-947 (S.D.N.Y.), filed on February 9, 2015; and (iii) *W. Palm Beach Police Pension Fund v. Home Loan Servicing Solutions, Ltd., et al.*, No. 15-CV-1063 (S.D.N.Y.), filed on February 13, 2015. On April 2, 2015, these lawsuits were consolidated into a single action, which is referred to as the "Securities Action." On April 28, 2015, lead plaintiffs, lead counsel and liaison counsel were appointed in the Securities Action. On November 9, 2015, lead plaintiffs filed an amended class action complaint. On January 27, 2016, the Securities Action was transferred to the United States District Court for the Southern District of Florida and given the Index No. 16-CV-60165 (S.D. Fla.).

The Securities Action names as defendants HLSS, former HLSS Chairman William C. Erbey, HLSS Director, President, and Chief Executive Officer John P. Van Vlack, and HLSS Chief Financial Officer James E. Lauter. The Securities Action asserts causes of action under Sections 10(b) and 20(a) of the Exchange Act based on certain public disclosures made by HLSS relating to its relationship with Ocwen and HLSS's risk management and internal controls. More specifically, the consolidated class action complaint alleges that a series of statements in HLSS's disclosures were materially false and misleading, including statements about (i) Ocwen's servicing capabilities; (ii) HLSS's contingencies and legal proceedings; (iii) its risk management and internal controls; and (iv) certain related party transactions. The consolidated class action complaint also appears to allege that HLSS's financial statements for the years ended 2012 and 2013, and the first quarter ended March 30, 2014, were false and misleading based on HLSS's August 18, 2014 restatement. Lead plaintiffs in the Securities Action also allege that HLSS misled investors by failing to disclose, among other things, information regarding governmental investigations of Ocwen's business practices. Lead plaintiffs seek money damages under the Exchange Act in an amount to be proven at trial and reasonable costs, expenses, and fees. On February 11, 2015, defendants filed motions to dismiss the Securities Action in its entirety. On June 6, 2016, all allegations except those regarding certain related party transactions were dismissed.

On June 15, 2017, the court entered an order preliminarily approving a settlement of the Securities Action for $6.0 million, certifying a settlement class, approving the form and content of notice of the settlement to class members, and setting a hearing to determine

whether the settlement should receive final approval. Following a hearing on November 17, 2017, the court entered an order and judgment finally approving the settlement and dismissing all claims with prejudice.

New Residential is, from time to time, subject to inquiries by government entities. New Residential currently does not believe any of these inquiries would result in a material adverse effect on New Residential's business.

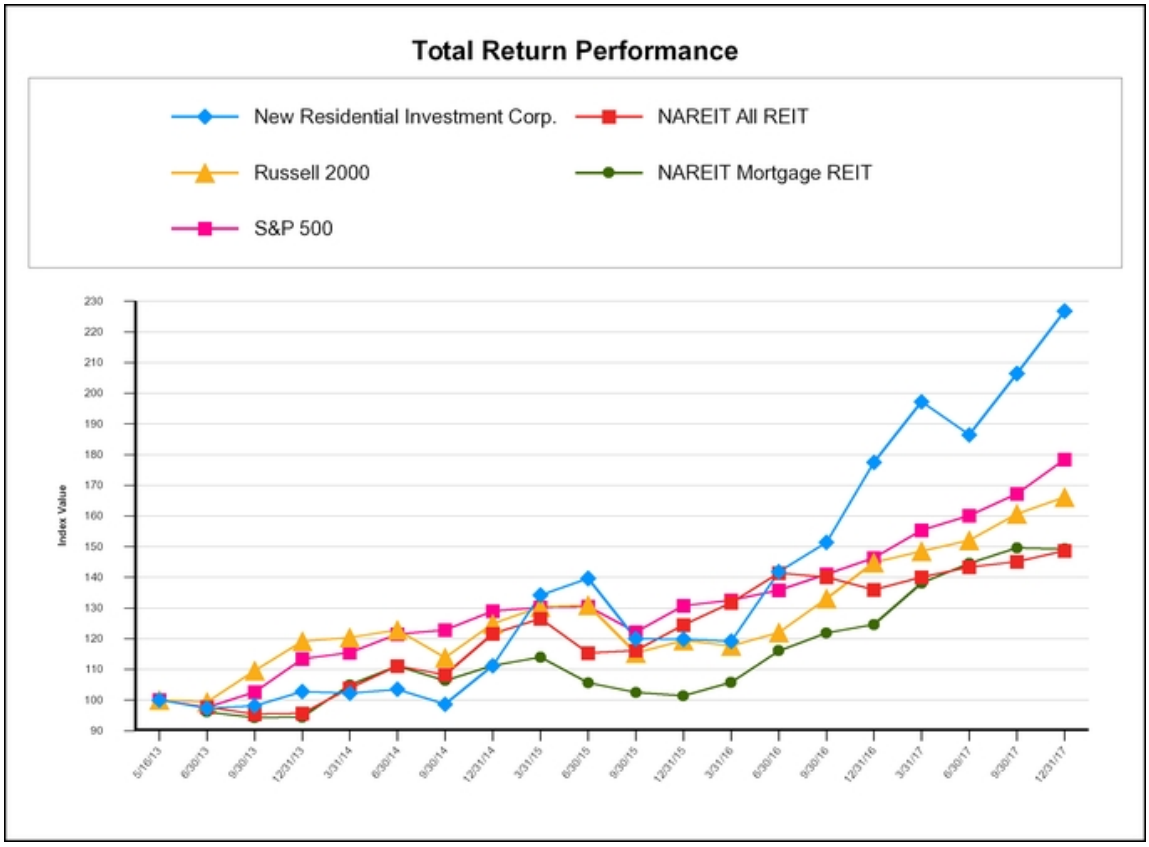
Item 4. Mine Safety Disclosures.

None.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities.

The following graph compares the cumulative total return for our common stock (stock price change plus reinvested dividends) with the comparable return of four indices: NAREIT All REIT, Russell 2000, NAREIT Mortgage REIT, and S&P 500. The graph assumes an investment of $100 in our common stock and in each of the indices on May 16, 2013 and that all dividends were reinvested. The past performance of our common stock is not an indication of future performance.



	Period Ended											
Index	**5/16/2013**	**6/30/2013**	**9/30/2013**	**12/31/2013**	**3/31/2014**	**6/30/2014**	**9/30/2014**	**12/31/2014**	**3/31/2015**	**6/30/2015**	**9/30/2015**	**12/31/2015**
New Residential Investment Corp.	100.00	97.34	98.17	102.76	102.25	103.53	98.62	111.19	134.18	139.61	120.01	119.90
NAREIT All REIT		97.72	95.39	95.68	103.89	111.12	108.20	121.66	126.59	115.28	116.16	124.44
Russell 2000	100.00	99.41	109.56	119.12	120.45	122.92	113.87	124.95	130.34	130.89	115.29	119.43
NAREIT Mortgage REIT		96.13	94.28	94.42	104.96	111.17	106.40	111.31	113.92	105.64	102.51	101.43
S&P 500	100.00	97.55	102.66	113.45	115.50	121.55	122.92	128.98	130.21	130.57	122.17	130.77

	Period Ended							
Index	**3/31/2016**	**6/30/2016**	**9/30/2016**	**12/31/2016**	**3/31/2017**	**6/30/2017**	**9/30/2017**	**12/31/2017**
New Residential Investment Corp.	119.21	141.86	151.44	177.47	197.22	186.42	206.43	226.72
NAREIT All REIT	131.73	141.43	140.08	135.99	140.03	143.38	145.16	148.60
Russell 2000	117.62	122.08	133.12	144.88	148.46	152.11	160.74	166.10
NAREIT Mortgage REIT	105.75	116.07	121.88	124.60	138.09	144.52	149.58	149.26
S&P 500	132.53	135.79	141.02	146.41	155.29	160.09	167.26	178.37

We have one class of common stock, which is listed on the New York Stock Exchange (NYSE) under the symbol "NRZ." The following table sets forth, for the periods indicated, the high, low and last sale prices in U.S. dollars on the NYSE for our common stock and the distributions we declared with respect to the periods indicated.

2017	**High**	**Low**	**Last Sale**	**Distributions Declared**
First Quarter	$ 17.25	$ 15.03	$ 16.98	$ 0.48
Second Quarter	$ 17.86	$ 15.37	$ 15.56	$ 0.50
Third Quarter	$ 17.30	$ 15.04	$ 16.73	$ 0.50
Fourth Quarter	$ 18.43	$ 16.68	$ 17.88	$ 0.50
2016				
First Quarter	$ 12.50	$ 9.07	$ 11.63	$ 0.46
Second Quarter	$ 13.98	$ 11.36	$ 13.84	$ 0.46
Third Quarter	$ 14.89	$ 12.73	$ 13.81	$ 0.46
Fourth Quarter	$ 16.43	$ 13.30	$ 15.72	$ 0.46

We may declare quarterly distributions on our common stock. No assurance, however, can be given that any future distributions will be made or, if made, as to the amounts or timing of any future distributions as such distributions are subject to our earnings, financial condition, liquidity, capital requirements, REIT requirements and such other factors as our board of directors deems relevant. In addition, such distributions may be subject to the receipt of sufficient funds from our servicer subsidiary, NRM, which is subject to regulatory restrictions on its ability to pay distributions.

On February 8, 2018, the closing sale price for our common stock, as reported on the NYSE, was $16.09. As of February 8, 2018, there were approximately 35 record holders of our common stock. This figure does not reflect the beneficial ownership of shares held in nominee name.

Nonqualified Stock Option and Incentive Award Plan

On April 29, 2013, New Residential's board of directors adopted the Plan, which was amended and restated as of November 4, 2014. The Plan is intended to facilitate the use of long-term equity-based awards and incentives for the benefit of the service providers to New Residential and its Manager. All outstanding options granted under the Plan will be subject to the terms and conditions set forth in the agreements evidencing such options and the terms of the Plan. The maximum number of shares available for issuance in the aggregate over the ten-year term of the Plan is 15,000,000 shares. New Residential's board of directors may also determine to issue options to the Manager that are not subject to the Plan, provided that the number of shares underlying any options granted to the Manager in connection with capital raising efforts would not exceed 10% of the shares sold in such offering and would be subject to NYSE rules.

In connection with our separation from Drive Shack, each Drive Shack option held by our Manager or by the directors, officers, employees, service providers, consultants and advisors of our Manager at the date of the distribution of our common stock to Drive Shack's stockholders was converted into an adjusted Drive Shack option as well as a new New Residential option (a "Converted Option"). The exercise price of each adjusted Drive Shack option and Converted Option was set to collectively maintain the intrinsic value of the Drive Shack option immediately prior to the distribution and to maintain the ratio of the exercise price of the adjusted Drive Shack option and the Converted Option, respectively, to the fair market value of the underlying shares at the time the distribution was made. The terms and conditions applicable to each such Converted Option were substantially similar to the terms and condition otherwise applicable to the Drive Shack option as of the date of distribution. The grant of such Converted Options did not reduce the number of shares of our common stock otherwise available for issuance under the Plan. These options are contractually required to be settled in an amount of cash equal to the excess of the fair market value of a share on the date of exercise over the exercise price per share, unless a majority of the independent members of the board of directors (or, with respect to a tandem award, one of our authorized officers) determines to settle the option in shares. If the option is settled in shares, the independent members of the board of directors or an authorized officer, as applicable, will determine whether the exercise price will be payable in cash, by withholding from shares of our common stock otherwise issuable upon exercise of such option or through another method permitted under the plan.

The following table summarizes the total number of outstanding securities in the incentive plan and the number of securities remaining for future issuance, as well as the weighted average exercise price of all outstanding securities as of December 31, 2017.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options		Weighted Average Exercise Price of Outstanding Options	Number of Securities Remaining Available for Future Issuance Under the 2013 Equity Compensation Plan	
Equity Compensation Plans Approved by Security Holders:					
Nonqualified Stock Option and Incentive Award Plan	17,641,617		$ 14.90	14,859,204	
Total	17,641,617	(A)	$ 14.90	14,859,204	(B)
Equity Compensation Plans Not Approved by Security Holders:					
None					

(A) The number of securities to be issued upon exercise of outstanding options does not include 860,571 Converted Options (with a weighted average exercise price of $11.36) held by an affiliate of our Manager.

(B) No award shall be granted on or after May 15, 2023 (but awards granted may extend beyond this date). The number of securities remaining available for future issuance is net of an aggregate of 134,796 shares of our common stock and 6,000 options awarded to our directors, the shares being awarded in lieu of contractual cash compensation. The number of securities remaining available for future issuance is adjusted on the first day of each fiscal year beginning during the ten-year term of the plan and in and after calendar year 2014, by a number of shares of our common stock equal to 10% of the number of shares of our common stock newly issued by us during the immediately preceding fiscal year (and, in the case of fiscal year 2013, after the effective date of the Plan). No adjustment was made on January 1, 2014. On January 1, 2018, 2017, 2016 and 2015, 5,654,578 shares, 2,000,000 shares, 8,543,539 shares and 1,437,500 shares, respectively, were added to the number of securities remaining available for future issuance; all of these amounts have been included in the table above.

Item 6. Selected Financial Data.

The selected historical consolidated financial information set forth below as of December 31, 2017, 2016, 2015, 2014 and 2013 and for the years ended December 31, 2017, 2016, 2015, 2014 and 2013 has been derived from our audited historical Consolidated Financial Statements.

The information below should be read in conjunction with Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our Consolidated Financial Statements and notes thereto included in Part II, Item 8, "Financial Statements and Supplementary Data."

Selected Consolidated Financial Information

(in thousands, except share and per share data)

	Year Ended December 31,				
	2017	**2016**	**2015**	**2014**	**2013**
Statement of Income Data					
Interest income	$ 1,519,679	$ 1,076,735	$ 645,072	$ 346,857	$ 87,567
Interest expense	460,865	373,424	274,013	140,708	15,024
Net Interest Income	1,058,814	703,311	371,059	206,149	72,543
Impairment	86,092	87,980	24,384	11,282	5,454
Net interest income after impairment	972,722	615,331	346,675	194,867	67,089
Servicing revenue, net	424,349	118,169	—	—	—
Other Income	207,786	62,337	42,029	375,088	241,008
Operating Expenses	422,577	174,210	117,823	104,899	42,474
Income Before Income Taxes	1,182,280	621,627	270,881	465,056	265,623
Income tax expense (benefit)	167,628	38,911	(11,001)	22,957	—
Net Income	$ 1,014,652	$ 582,716	$ 281,882	$ 442,099	$ 265,623
Noncontrolling Interests in Income of Consolidated Subsidiaries	$ 57,119	$ 78,263	$ 13,246	$ 89,222	$ (326)
Net Income Attributable to Common Stockholders	$ 957,533	$ 504,453	$ 268,636	$ 352,877	$ 265,949
Net Income per Share of Common Stock, Basic	$ 3.17	$ 2.12	$ 1.34	$ 2.59	$ 2.10
Net Income per Share of Common Stock, Diluted	$ 3.15	$ 2.12	$ 1.32	$ 2.53	$ 2.07
Weighted Average Number of Shares of Common Stock Outstanding, Basic	302,238,065	238,122,665	200,739,809	136,472,865	126,539,024
Weighted Average Number of Shares of Common Stock Outstanding, Diluted	304,381,388	238,486,772	202,907,605	139,565,709	128,684,128
Dividends Declared per Share of Common Stock	$ 1.98	$ 1.84	$ 1.75	$ 1.58	$ 0.99

	December 31,				
	2017	2016	2015	2014	2013
Balance Sheet Data					
Investments in:					
Excess mortgage servicing rights, at fair value	$ 1,173,713	$ 1,399,455	$ 1,581,517	$ 417,733	$ 324,151
Excess mortgage servicing rights, equity method investees, at fair value	171,765	194,788	217,221	330,876	352,766
Mortgage servicing rights, at fair value	1,735,504	659,483	—	—	—
Mortgage servicing rights financing receivables, at fair value	598,728	—	—	—	—
Servicer advance investments, at fair value	4,027,379	5,706,593	7,426,794	3,270,839	2,665,551
Real estate and other securities, available-for-sale	8,071,140	5,073,858	2,501,881	2,463,163	1,973,189
Residential mortgage loans, held-for-investment	691,155	190,761	330,178	47,838	33,539
Residential mortgage loans, held-for-sale	1,725,534	696,665	776,681	1,126,439	—
Real estate owned	128,295	59,591	50,574	61,933	—
Consumer loans, held-for-investment	1,374,263	1,799,486	—	—	—
Consumer loans, equity method investees	51,412	—	—	—	215,062
Cash and cash equivalents	295,798	290,602	249,936	212,985	271,994
Total assets	22,213,562	18,399,529	15,192,722	8,089,244	5,958,658
Total debt	15,746,530	13,181,236	11,292,622	6,057,853	4,109,329
Total liabilities	17,417,400	14,931,352	12,206,142	6,239,319	4,445,583
Total New Residential stockholders' equity	4,690,205	3,260,100	2,795,933	1,596,089	1,265,850
Noncontrolling interests in equity of consolidated subsidiaries	105,957	208,077	190,647	253,836	247,225
Total equity	4,796,162	3,468,177	2,986,580	1,849,925	1,513,075
Supplemental Balance Sheet Data					
Common shares outstanding	307,361,309	250,773,117	230,471,202	141,434,905	126,598,987
Book value per share of common stock	$ 15.26	$ 13.00	$ 12.13	$ 11.28	$ 10.00
Other Data					
Core earnings[(A)]	$ 861,381	$ 510,821	$ 388,756	$ 219,261	$ 129,997

(A) We have four primary variables that impact our operating performance: (i) the current yield earned on our investments, (ii) the interest expense under the debt incurred to finance our investments, (iii) our operating expenses and taxes and (iv) our realized and unrealized gains or losses, including any impairment, on our investments. "Core earnings" is a non-GAAP measure of our operating performance, excluding the fourth variable above, and adjusts the earnings from the consumer loan investment to a level yield basis. Core earnings is used by management to evaluate our performance without taking into account: (i) realized and unrealized gains and losses, which although they represent a part of our recurring operations, are subject to significant variability and are generally limited to a potential indicator of future economic performance; (ii) incentive compensation paid to our Manager; (iii) non-capitalized transaction-related expenses; and (iv) deferred taxes, which are not representative of current operations.

Our definition of core earnings includes accretion on held-for-sale loans as if they continued to be held-for-investment. Although we intend to sell such loans, there is no guarantee that such loans will be sold or that they will be sold within any expected timeframe. During the period prior to sale, we continue to receive cash flows from such loans and believe that it is appropriate to record a yield thereon. In addition, our definition of core earnings excludes all deferred taxes, rather than just deferred taxes related to unrealized gains or losses, because we believe deferred taxes are not representative of current operations. Our definition of core earnings also limits accreted interest income on RMBS where we receive par upon the exercise of associated call rights based on the estimated value of the underlying collateral, net of related costs including advances. We created this limit in order to be able to accrete to the lower of par or the net value of the underlying collateral, in instances where the net value of the underlying collateral is lower than par. We believe this amount represents the amount of accretion we would have expected to earn on such bonds had the call rights not been exercised.

Our investments in consumer loans are accounted for under ASC No. 310-20 and ASC No. 310-30, including certain non-performing consumer loans with revolving privileges that are explicitly excluded from being accounted for under ASC No. 310-30. Under ASC No. 310-20, the recognition of expected losses on these non-performing consumer loans

is delayed in comparison to the level yield methodology under ASC No. 310-30, which recognizes income based on an expected cash flow model reflecting an investment's lifetime expected losses. The purpose of the Core Earnings adjustment to adjust consumer loans to a level yield is to present income recognition across the consumer loan portfolio in the manner in which it is economically earned, avoid potential delays in loss recognition, and align it with our overall portfolio of mortgage-related assets which generally record income on a level yield basis. With respect to consumer loans classified as held-for-sale, the level yield is computed through the expected sale date. With respect to the gains recorded under GAAP in 2014 and 2016 as a result of a refinancing of, and the consolidation of, the Consumer Loan Companies, respectively, we continue to record a level yield on those assets based on their original purchase price.

While incentive compensation paid to our Manager may be a material operating expense, we exclude it from core earnings because (i) from time to time, a component of the computation of this expense will relate to items (such as gains or losses) that are excluded from core earnings, and (ii) it is impractical to determine the portion of the expense related to core earnings and non-core earnings, and the type of earnings (loss) that created an excess (deficit) above or below, as applicable, the incentive compensation threshold. To illustrate why it is impractical to determine the portion of incentive compensation expense that should be allocated to core earnings, we note that, as an example, in a given period, we may have core earnings in excess of the incentive compensation threshold but incur losses (which are excluded from core earnings) that reduce total earnings below the incentive compensation threshold. In such case, we would either need to (a) allocate zero incentive compensation expense to core earnings, even though core earnings exceeded the incentive compensation threshold, or (b) assign a "pro forma" amount of incentive compensation expense to core earnings, even though no incentive compensation was actually incurred. We believe that neither of these allocation methodologies achieves a logical result. Accordingly, the exclusion of incentive compensation facilitates comparability between periods and avoids the distortion to our non-GAAP operating measure that would result from the inclusion of incentive compensation that relates to non-core earnings.

With regard to non-capitalized transaction-related expenses, management does not view these costs as part of our core operations, as they are considered by management to be similar to realized losses incurred at acquisition. Non-capitalized transaction-related expenses are generally legal and valuation service costs, as well as other professional service fees, incurred when we acquire certain investments, as well as costs associated with the acquisition and integration of acquired businesses. Non-capitalized transaction-related expenses for the year ended December 31, 2015 include a $9.1 million settlement which we agreed to pay in connection with HSART (Note 11 to our Consolidated Financial Statements). These costs are recorded as "General and administrative expenses" in our Consolidated Statements of Income. "Other (income) loss" set forth below excludes $14.5 million accrued during the year ended December 31, 2015 related to a reimbursement from Ocwen for certain increased costs resulting from further S&P servicer rating downgrades of Ocwen (Note 1 to our Consolidated Financial Statements).

Management believes that the adjustments to compute "core earnings" specified above allow investors and analysts to readily identify and track the operating performance of the assets that form the core of our activity, assist in comparing the core operating results between periods, and enable investors to evaluate our current core performance using the same measure that management uses to operate the business. Management also utilizes core earnings as a measure in its decision-making process relating to improvements to the underlying fundamental operations of our investments, as well as the allocation of resources between those investments, and management also relies on core earnings as an indicator of the results of such decisions. Core earnings excludes certain recurring items, such as gains and losses (including impairment as well as derivative activities) and non-capitalized transaction-related expenses, because they are not considered by management to be part of our core operations for the reasons described herein. As such, core earnings is not intended to reflect all of our activity and should be considered as only one of the factors used by management in assessing our performance, along with GAAP net income which is inclusive of all of our activities.

The primary differences between core earnings and the measure we use to calculate incentive compensation relate to (i) realized gains and losses (including impairments), (ii) non-capitalized transaction-related expenses and (iii) deferred taxes (other than those related to unrealized gains and losses). Each are excluded from core earnings and included in our incentive compensation measure (either immediately or through amortization). In addition, our incentive compensation measure does not include accretion on held-for-sale loans and the timing of recognition of income from consumer loans is different. Unlike core earnings, our incentive compensation measure is intended to reflect all realized results of operations. The Gain on Remeasurement of Consumer Loans Investment was treated as an unrealized gain for the purposes of calculating incentive compensation and was therefore excluded from such calculation.

Core earnings does not represent and should not be considered as a substitute for, or superior to, net income or as a substitute for, or superior to, cash flow from operating activities, each as determined in accordance with U.S. GAAP, and our calculation of this measure may not be comparable to similarly entitled measures reported by other companies. For

a further description of the difference between cash flow provided by operations and net income, see “Management’s Discussion and Analysis of Financial Consolidation and Results of Operations—Liquidity and Capital Resources.” Set forth below is a reconciliation of core earnings to the most directly comparable GAAP financial measure (in thousands):

	Year Ended December 31,				
	2017	**2016**	**2015**	**2014**	**2013**
Net income attributable to common stockholders	$ 957,533	$ 504,453	$ 268,636	352,877	$ 265,949
Impairment	86,092	87,980	24,384	11,282	5,454
Other Income adjustments:					
Other Income					
Change in fair value of investments in excess mortgage servicing rights	(4,322)	7,297	(38,643)	(41,615)	(53,332)
Change in fair value of investments in excess mortgage servicing rights, equity method investees	(12,617)	(16,526)	(31,160)	(57,280)	(50,343)
Change in fair value of investments in mortgage servicing rights financing receivables	(109,584)	—	—	—	—
Change in fair value of servicer advance investments	(84,418)	7,768	57,491	(84,217)	—
Gain on consumer loans investment	—	(9,943)	(43,954)	(92,020)	—
Gain on remeasurement of consumer loans investment	—	(71,250)	—	—	—
(Gain) loss on settlement of investments, net	(10,310)	48,800	19,626	(31,297)	(52,657)
Earnings from investments in consumer loans, equity method investees	—	—	—	(53,840)	(82,856)
Unrealized (gain) loss on derivative instruments	2,190	(5,774)	3,538	8,847	(1,820)
Unrealized (gain) loss on other ABS	(2,883)	2,322	(879)	—	—
(Gain) loss on transfer of loans to REO	(22,938)	(18,356)	(2,065)	(17,489)	—
(Gain) loss on transfer of loans to other assets	(488)	(2,938)	690	—	—
Gain on Excess MSR recapture agreements	(2,384)	(2,802)	(2,999)	(1,157)	—
(Gain) loss on Ocwen common stock	(5,346)	—	—	—	—
Fee earned on deal termination	—	—	—	(5,000)	—
Other (income) loss	27,741	9,437	5,529	(20)	—
Total Other Income Adjustments	(225,359)	(51,965)	(32,826)	(375,088)	(241,008)
Other Income and Impairment attributable to non-controlling interests	(30,416)	(26,303)	(22,102)	44,961	—
Change in fair value of investments in mortgage servicing rights	(155,495)	(103,679)	—	—	—
Non-capitalized transaction-related expenses	21,723	9,493	31,002	10,281	5,698
Incentive compensation to affiliate	81,373	42,197	16,017	54,334	16,847
Deferred taxes	168,518	34,846	(6,633)	16,421	—
Interest income on residential mortgage loans, held-for sale	13,623	18,356	22,484	—	—
Limit on RMBS discount accretion related to called deals	(28,652)	(30,233)	(9,129)	—	—
Adjust consumer loans to level yield	(41,250)	7,470	71,070	70,394	53,696
Core earnings of equity method investees:					
Excess mortgage servicing rights	13,691	18,206	25,853	33,799	23,361
Core Earnings	$ 861,381	$ 510,821	$ 388,756	$ 219,261	$ 129,997

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Management's discussion and analysis of financial condition and results of operations is intended to help the reader understand the results of operations and financial condition of New Residential. The following should be read in conjunction with the Consolidated Financial Statements and notes thereto, and with Part I, Item 1A, "Risk Factors."

GENERAL

New Residential is a publicly traded REIT primarily focused on opportunistically investing in, and actively managing, investments related to residential real estate. We primarily target investments in mortgage servicing related assets and related opportunistic investments. We are externally managed by an affiliate of Fortress pursuant to the Management Agreement. Our goal is to drive strong risk-adjusted returns primarily through our investments, and our investment guidelines are purposefully broad to enable us to make investments in a wide array of assets in diverse markets, including non-real estate related assets such as consumer loans. We generally target assets that generate significant current cash flows and/or have the potential for meaningful capital appreciation.

Our portfolio is currently composed of mortgage servicing related assets, Non-Agency RMBS (and associated call rights), residential mortgage loans and other opportunistic investments. Our asset allocation and target assets may change over time, depending on our investment decisions in light of prevailing market conditions. The assets in our portfolio are described in more detail below under "—Our Portfolio."

MARKET CONSIDERATIONS

Developments in the U.S. Housing Market

In response to the changing landscape of the mortgage industry and bank capital requirements, banks have sold MSRs totaling more than $3.5 trillion since 2010. As of the third quarter of 2017, the top 100 mortgage servicers serviced over $8.5 trillion out of the $10.5 trillion one-to-four family mortgage debt outstanding, according to Inside Mortgage Finance. Furthermore, according to Inside Mortgage Finance, approximately 64% was serviced by the top 25 mortgage servicers as of the third quarter of 2017. Given current market dynamics and an overall challenging servicing environment, we may expect additional market consolidation amongst non-bank servicers. In addition, we believe non-bank servicers who are constrained by capital limitations will continue to sell MSRs, Excess MSRs and other servicing assets. As a result, we believe an elevated volume of MSR sales is likely for some period of time. These factors have resulted in increased opportunities for us to acquire interests in MSRs and to provide capital to non-bank servicers. In addition, approximately $1.6 trillion of new loans are expected to be originated in 2018, according to the Mortgage Bankers Association. We believe this creates an opportunity to enter into "flow arrangements," whereby loan originators or servicers agree to sell MSRs or Excess MSRs on newly originated loans on a recurring basis (often monthly or quarterly). While increased competition and market conditions for MSRs have driven prices higher recently, thereby also increasing the value of the MSRs in which we have invested, we believe MSRs continue to offer attractive returns.

There can be no assurance that we will make additional investments in MSRs or Excess MSRs or that any future investment in MSRs or Excess MSRs will generate returns similar to the returns on our original investments in MSRs or Excess MSRs. The timing, size and potential returns of our future investments in MSRs and Excess MSRs may be less attractive than our prior investments in this sector due to a number of factors, most of which are beyond our control. Such factors include, but are not limited to, changes in interest rates and recent increased competition for more recently originated MSRs. In addition, the acquisition of Agency MSRs requires GSE and, in certain cases, other regulatory approval. The process to obtain such approvals is extensive and will extend transaction settlement times when compared to our experience with the acquisition of Excess MSRs. In general, regulatory and GSE approval processes have been more extensive and taken longer than the processes and timelines we experienced in prior periods, which has increased the amount of time and effort required to complete transactions.

Interest Rates and Prepayment Rates

As further described in "Quantitative and Qualitative Disclosures About Market Risk," increasing interest rates are generally associated with declining prepayment rates for residential mortgage loans since they increase the cost of borrowing for homeowners. Declining prepayment rates, in turn, would generally be expected to increase the value of our interests in Excess MSRs, MSRs and Servicer Advance Investments, which include the right to a portion of the related MSRs, because the duration of the cash flows we are entitled to receive becomes extended with no reduction in current cash flows. Changes in interest rates will also directly impact our costs of borrowing either immediately (floating rate debt) or upon refinancing (fixed rate debt) and may also be associated with changes in credit spreads and/or the discount rates used in valuing investments. Declining prepayment rates have a negative impact on the value of investments purchased at a significant discount since the recovery of that discount is delayed.

In the fourth quarter of 2017, both current interest rates and expected future interest rates generally increased slightly. For instance, the 10-year treasury yield increased from 2.34% to 2.40%. With respect to our Non-Agency RMBS, which were generally purchased at a significant discount, while market interest rates increased, market credit spreads for these investments decreased, with the net result being an increase in value during the quarter.

The value of our MSRs and Excess MSRs is subject to a variety of factors, as described in “Quantitative and Qualitative Disclosures About Market Risk” and in “Risk Factors.” In the fourth quarter of 2017, the fair value of our direct investments in Excess MSRs and our share of the fair value of the Excess MSRs held through equity method investees increased by approximately $39.3 million in the aggregate, primarily as a result of a decrease in the weighted average discount rate of the portfolio to 8.9%. In addition, a decrease in discount rates, as well as contractual changes resulting from the Ocwen Transaction, partially offset by a decrease in interest rates, caused the fair value of our MSRs, including MSR financing receivables, to increase by approximately $91.8 million during the period.

Changes in interest rates did not have a meaningful impact on the net interest spread of our Agency and Non-Agency RMBS portfolios. Our RMBS are primarily floating rate or hybrid (i.e., fixed to floating rate) securities, which we generally finance with floating rate debt, or are economically hedged with respect to interest rates. Therefore, while rising interest rates will generally result in a higher cost of financing, they will also result in a higher coupon payable on the securities. The net interest spread on our Agency RMBS portfolio as of December 31, 2017 was 1.41%, compared to 1.61% as of September 30, 2017. The spread changed primarily as a result of increased funding costs and lower yields from new securities purchased during the fourth quarter of 2017. The net interest spread on our Non-Agency RMBS portfolio as of December 31, 2017 was 2.76%, compared to 3.01% as of September 30, 2017. This spread changed primarily as a result of lower yields from new securities purchased during the fourth quarter of 2017 and increased funding costs.

General U.S. Economy and Unemployment

During the fourth quarter of 2017, the U.S. unemployment rate generally continued to decline and equity market prices increased, signaling a general improvement in the U.S. economy. In our view, an improvement in the economy, as demonstrated through such measures, generally improves the value of housing and the ability of borrowers to make payments on their loans, thereby decreasing delinquencies and defaults on residential mortgage loans, consumer loans and RMBS. This relationship held true as the Case Shiller Home Price Index increased from 184 as of the third quarter of 2016 to 195 as of the third quarter of 2017. In addition, according to CoreLogic, the total number of mortgaged residential properties with negative equity stood at 2.5 million, or 4.9 percent, as of the third quarter of 2017, down from 3.2 million, or 6.3 percent, as of the second quarter of 2017. This trend has helped to support the values of our residential mortgage loans, consumer loans and RMBS.

Credit Spreads

Corporate credit spreads generally continued to tighten during the fourth quarter of 2017, which would generally have a favorable impact on the value of yield driven financial instruments, such as our RMBS and loan portfolios. Corporate credit spreads, while a useful market proxy, are not necessarily indicative or directly correlated to mortgage credit spreads. Collateral performance, market liquidity and other factors related specifically to certain investments within our mortgage securities and loan portfolio coupled with the corporate credit spread tightening during the fourth quarter of 2017 caused the value of the portion of this portfolio that was owned for the entire quarter to increase.

For more information regarding these and other market factors which impact our portfolio, see “Quantitative and Qualitative Disclosures About Market Risk.”

Our Manager

On December 27, 2017, SoftBank announced that it completed the SoftBank Merger. In connection with the SoftBank Merger, Fortress will operate within SoftBank as an independent business headquartered in New York. Fortress’s senior investment professionals will remain in place, including those individuals who perform services for us.

OUR PORTFOLIO

Our portfolio is currently composed of mortgage servicing related assets, residential securities and loans and other investments, as described in more detail below. The assets in our portfolio are described in more detail below (dollars in thousands), as of December 31, 2017.

	Outstanding Face Amount	Amortized Cost Basis	Percentage of Total Amortized Cost Basis	Carrying Value	Weighted Average Life (years)[A]
Investments in:					
Excess MSRs[B]	$ 267,622,353	$ 1,145,271	6.1%	$ 1,345,478	6.3
MSRs[B] [C]	172,454,150	1,476,330	7.9%	1,735,504	6.3
Mortgage Servicing Rights Financing Receivables[B] [C]	64,344,893	489,144	2.6%	598,728	5.8
Servicer Advance Investments[B] [D]	3,581,876	3,924,003	21.0%	4,027,379	5.1
Agency RMBS[E]	2,065,629	2,105,121	11.3%	2,096,351	7.5
Non-Agency RMBS[E]	12,757,357	5,599,644	29.9%	5,974,789	7.7
Residential Mortgage Loans	2,713,686	2,447,953	13.1%	2,416,689	4.6
Real Estate Owned	N/A	137,668	0.7%	128,295	N/A
Consumer Loans	1,377,792	1,380,369	7.4%	1,374,263	3.5
Consumer Loans, Equity Method Investees	178,422	N/A	N/A	51,412	1.4
Total/Weighted Average		$ 18,705,503	100.0%	$ 19,748,888	6.1
Reconciliation to GAAP total assets:					
Cash and restricted cash				446,050	
Servicer advances receivable				675,593	
Trades receivable				1,030,850	
Deferred tax asset, net				—	
Other assets				312,181	
GAAP total assets				$ 22,213,562	

(A) Weighted average life is based on the timing of expected principal reduction on the asset.
(B) The outstanding face amount of Excess MSRs, MSRs, Mortgage Servicing Rights Financing Receivables, and Servicer Advance Investments is based on 100% of the face amount of the underlying residential mortgage loans and currently outstanding advances, as applicable.
(C) Represents MSRs where our subsidiary, NRM, is the named servicer.
(D) The value of our Servicer Advance Investments also includes the rights to a portion of the related MSR.
(E) Amortized cost basis is net of impairment.

Servicing Related Assets

MSRs and Mortgage Servicing Rights Financing Receivables

As of December 31, 2017, we had $2,334.2 million carrying value of MSRs and mortgage servicing rights financing receivables within our servicer subsidiary, NRM.

NRM has contracted with certain subservicers to perform the related servicing duties on the residential mortgage loans underlying its MSRs. As of December 31, 2017, these subservicers include Nationstar, Ditech, PHH, Ocwen, Flagstar, and Citi, which subservice 41.2%, 29.9%, 20.9%, 6.3%, 1.1%, and 0.6% of the underlying UPB of the related mortgages, respectively (includes both Mortgage Servicing Rights and Mortgage Servicing Rights Financing Receivables). NRM has entered into agreements with Ditech, Nationstar and PHH whereby NRM is entitled to the MSR on any refinancing by such subservicer of a loan in the related original portfolio.

NRM is, generally, obligated to fund all future servicer advances related to the underlying pools of mortgages on its MSRs and mortgage servicing rights financing receivables. Generally, NRM will advance funds when the borrower fails to meet contractual payments (e.g., principal, interest, property taxes, insurance). NRM will also advance funds to maintain and report foreclosed real estate properties on behalf of investors. Advances are recovered through claims to the related investor and subservicers. Per the servicing agreements, NRM is obligated to make certain advances on mortgages to be in compliance with applicable requirements. In certain instances, the subservicer is required to reimburse NRM for any advances that were deemed nonrecoverable or advances that were not made in accordance with the related servicing contract.

See Note 5 to our Consolidated Financial Statements for further information regarding our investments in mortgage servicing rights financing receivables.

The table below summarizes the terms of our investments in MSRs and mortgage servicing rights financing receivables completed as of December 31, 2017.

	Current UPB (bn)	Weighted Average MSR (bps)		Carrying Value (mm)
Mortgage Servicing Rights				
Agency	$ 172.4	27	bps	$ 1,735.5
Non-Agency	0.1	50		—
Mortgage Servicing Rights Financing Receivables				
Agency	49.5	27		476.2
Non-Agency	14.8	34		122.5
Total	$ 236.8	27	bps	$ 2,334.2

The following table summarizes the collateral characteristics of the loans underlying our investments in MSRs and mortgage servicing rights financing receivables as of December 31, 2017 (dollars in thousands):

	Collateral Characteristics											
	Current Carrying Amount	Current Principal Balance	Number of Loans	WA FICO Score(A)	WA Coupon	WA Maturity (months)	Average Loan Age (months)	Adjustable Rate Mortgage %(B)	Three Month Average CPR(C)	Three Month Average CRR(D)	Three Month Average CDR(E)	Three Month Average Recapture Rate
Mortgage Servicing Rights												
Agency	$ 1,735,504	$ 172,392,496	1,233,955	744	4.3%	257	68	3.3%	13.3%	13.0%	0.4%	16.3%
Non-Agency	—	61,654	891	624	7.2%	194	177	42.8%	15.8%	10.4%	6.0%	—%
Mortgage Servicing Rights Financing Receivables												
Agency	476,206	49,498,415	364,791	744	4.2%	246	74	7.5%	13.5%	12.9%	0.6%	14.3%
Non-Agency	122,522	14,846,478	107,347	661	5.1%	267	143	22.5%	13.6%	10.5%	3.4%	—%
Total	$ 2,334,232	$ 236,799,043	1,706,984	739	4.4%	255	74	5.4%	13.4%	12.9%	0.6%	14.8%

	Collateral Characteristics					
	Delinquency 30 Days(F)	Delinquency 60 Days(F)	Delinquency 90+ Days(F)	Loans in Foreclosure	Real Estate Owned	Loans in Bankruptcy
Mortgage Servicing Rights						
Agency	1.7%	0.5%	0.8%	0.3%	—%	0.3%
Non-Agency	9.2%	3.7%	2.1%	19.3%	—%	1.7%
Mortgage Servicing Rights Financing Receivables						
Agency	1.7%	0.4%	0.5%	0.5%	—%	0.3%
Non-Agency	7.1%	4.4%	8.0%	3.3%	2.0%	3.0%
Total	2.0%	0.7%	1.2%	0.5%	0.2%	0.4%

(A) The WA FICO score is based on the weighted average of information provided by the loan servicer on a monthly basis. The loan servicer generally updates the FICO score when loans are refinanced or become delinquent.

(B) Adjustable Rate Mortgage % represents the percentage of the total principal balance of the pool that corresponds to adjustable rate mortgages.

(C) Three Month Average CPR, or the constant prepayment rate, represents the annualized rate of the prepayments during the quarter as a percentage of the total principal balance of the pool.

(D) Three Month Average CRR, or the voluntary prepayment rate, represents the annualized rate of the voluntary prepayments during the quarter as a percentage of the total principal balance of the pool.

(E) Three Month Average CDR, or the involuntary prepayment rate, represents the annualized rate of the involuntary prepayments (defaults) during the quarter as a percentage of the total principal balance of the pool.

(F) Delinquency 30 Days, Delinquency 60 Days and Delinquency 90+ Days represent the percentage of the total principal balance of the pool that corresponds to loans that are delinquent by 30–59 days, 60–89 days or 90 or more days, respectively.

The PHH Transaction (Note 5 to our Consolidated Financial Statements) settled in stages during 2017. As of December 31, 2017, MSRs, and related servicer advances receivable, with respect to private-label residential mortgage loans of approximately $6.0 billion in total UPB with a purchase price of approximately $35.5 million had not been settled. On January 16, 2018, pursuant to the Walter Purchase Agreement (Note 5 to our Consolidated Financial Statements), NRM purchased MSRs, and related servicer advances receivable, with respect to certain Freddie Mac residential mortgage loans with a total UPB of $11.5 billion for a purchase price of approximately $101.5 million. Also see Note 18 to our Consolidated Financial Statements for further information regarding our investments in mortgage servicing rights and mortgage servicing rights financing receivables subsequent to December 31, 2017.

Excess MSRs

As of December 31, 2017, we had approximately $1.3 billion estimated carrying value of Excess MSRs (held directly and through joint ventures). As of December 31, 2017, our completed investments represent an effective 32.5% to 100.0% interest in the Excess MSRs (held either directly or through joint ventures) on pools of residential mortgage loans with an aggregate UPB of approximately $267.6 billion. In our capacity as owner of the Excess MSRs, we do not have any servicing duties, liabilities or obligations associated with the servicing of the portfolios underlying any of our Excess MSRs. However, we, in certain cases through co-investments made by our subsidiaries, may separately agree to do so and have separately purchased Servicer Advance Investments, including the right to receive the basic fee component of related MSRs, on the Non-Agency portfolios underlying our Excess MSR investments. See “—Servicer Advance Investments” below.

Nationstar is the servicer of $177.0 billion UPB of the loans underlying our investments in Excess MSRs through December 31, 2017, and our servicers earn a basic fee in exchange for providing all servicing functions. In addition, when Nationstar sells Excess MSRs to us, it generally retains a 20.0% to 35.0% interest in the Excess MSRs and all ancillary income associated with the portfolios.

In December 2014, we agreed to acquire 50% of the Excess MSRs and all of the servicer advances and related basic fee portion of the MSR, and a portion of the call rights related to a portfolio of residential mortgage loans which is serviced by SLS. Fortress-managed funds acquired the other 50% of the Excess MSRs. SLS continues to service the loans in exchange for a servicing fee of 10.75 bps times the UPB of the underlying loans and an incentive fee (the “SLS Incentive Fee”) which is based on the ratio of the outstanding servicer advances to the UPB of the underlying loans.

In April 2015, we acquired Excess MSRs in connection with the HLSS Acquisition (Note 1 to our Consolidated Financial Statements). Ocwen continues to service the underlying loans in exchange for a servicing fee of 12% times the servicing fee collections of the underlying loans, which as of December 31, 2017 is equal to 6.1 bps times the UPB of the underlying loans, and an incentive fee which is reduced by LIBOR plus 2.75% per annum of the amount, if any, of servicer advances outstanding in excess of a defined target. In July 2017, we entered into the Ocwen Transaction as described in Note 5 to our Consolidated Financial Statements.

Each of our Excess MSR investments serviced by Nationstar and SLS is subject to a recapture agreement with Nationstar. Under such recapture agreements, we are generally entitled to a pro rata interest in the Excess MSRs on any initial or subsequent refinancing by Nationstar of a loan in the original portfolio. In other words, we are generally entitled to a pro rata interest in the Excess MSRs on both (i) a loan resulting from a refinancing by Nationstar of a loan in the original portfolio, and (ii) a loan resulting from a refinancing by Nationstar of a previously recaptured loan. We have a similar recapture agreement with Ocwen; however, this agreement allows for Ocwen to retain the Excess MSR on recaptured loans up to a specified threshold and no payments have been made to us under such arrangement to date.

The tables below summarize the terms of our investments in Excess MSRs completed as of December 31, 2017.

Summary of Direct Excess MSR Investments as of December 31, 2017

		MSR Component[A]			Excess MSR
	Current UPB (bn)	Weighted Average MSR (bps)	Weighted Average Excess MSR (bps)	Interest in Excess MSR (%)	Carrying Value (mm)
Agency					
Original and Recaptured Pools	$ 63.8	28 bps	21 bps	32.5% - 66.7%	$ 280.0
Recapture Agreements	—	29	22	32.5% - 66.7%	44.6
	63.8	28	21		324.6
Non-Agency[B]					
Nationstar and SLS Serviced:					
Original and Recaptured Pools	$ 64.1	34	16	33.3% - 100.0%	$ 190.7
Recapture Agreements	—	26	20	33.3% - 100.0%	19.8
Ocwen Serviced Pools	89.1	46	14	100.0%	638.6
	153.2	43	15		849.1
Total/Weighted Average	$ 217.0	39 bps	17 bps		$ 1,173.7

(A) The MSR is a weighted average as of December 31, 2017, and the Excess MSR represents the difference between the weighted average MSR and the basic fee (which fee remains constant).

(B) We also invested in related Servicer Advance Investments, including the basic fee component of the related MSR (Note 6 to our Consolidated Financial Statements) on $139.5 billion UPB underlying these Excess MSRs.

Summary of Excess MSR Investments Through Equity Method Investees as of December 31, 2017

		MSR Component[A]					
	Current UPB (bn)	Weighted Average MSR (bps)	Weighted Average Excess MSR (bps)	New Residential Interest in Investee (%)	Investee Interest in Excess MSR (%)	New Residential Effective Ownership (%)	Investee Carrying Value (mm)
Agency							
Original and Recaptured Pools	$ 50.5	32 bps	21 bps	50.0%	66.7%	33.3%	$ 271.8
Recapture Agreements	—	32	23	50.0%	66.7%	33.3%	49.4
Total/Weighted Average	$ 50.5	32 bps	21 bps				$ 321.2

(A) The MSR is a weighted average as of December 31, 2017, and the Excess MSR represents the difference between the weighted average MSR and the basic fee (which fee remains constant).

The following table summarizes the collateral characteristics of the loans underlying our direct Excess MSR investments as of December 31, 2017 (dollars in thousands):

	Collateral Characteristics											
	Current Carrying Amount	Current Principal Balance	Number of Loans	WA FICO Score[A]	WA Coupon	WA Maturity (months)	Average Loan Age (months)	Adjustable Rate Mortgage %[B]	Three Month Average CPR[C]	Three Month Average CRR[D]	Three Month Average CDR[E]	Three Month Average Recapture Rate
Agency												
Original Pools	$ 212,755	$ 51,089,370	346,633	708	4.5%	275	101	9.1%	15.2%	14.2%	1.2%	26.2%
Recaptured Loans	67,278	12,749,911	74,471	721	4.1%	290	29	0.7%	10.4%	10.1%	0.3%	29.0%
Recapture Agreement	44,603	—	—	—	—%	—	—	—%	—%	—%	—%	—%
	$ 324,636	$ 63,839,281	421,104	711	4.4%	278	85	7.5%	14.3%	13.4%	1.0%	26.6%
Non-Agency[F]												
Nationstar and SLS Serviced:												
Original Pools	173,818	60,864,831	333,199	670	4.3%	281	143	38.0%	15.9%	12.0%	4.3%	13.4%
Recaptured Loans	16,878	3,281,599	14,508	739	4.0%	290	20	3.6%	11.9%	11.9%	—%	26.9%
Recapture Agreement	19,814	—	—	—	—%	—	—	—%	—%	—%	—%	—%
Ocwen Serviced Pools[H]	638,567	89,135,588	621,801	642	4.4%	314	146	15.6%	10.6%	7.2%	3.6%	—%
	$ 849,077	$ 153,282,018	969,508	651	4.4%	305	144	24.2%	12.0%	8.5%	3.8%	4.3%
Total/Weighted Average[I]	$ 1,173,713	$ 217,121,299	1,390,612	664	4.4%	300	132	19.3%	12.5%	9.5%	3.2%	9.9%

	Collateral Characteristics					
	Delinquency 30 Days[G]	Delinquency 60 Days[G]	Delinquency 90+ Days[G]	Loans in Foreclosure	Real Estate Owned	Loans in Bankruptcy
Agency						
Original Pools	4.3%	1.7%	1.8%	1.1%	0.3%	0.2%
Recaptured Loans	2.0%	0.7%	0.8%	0.2%	0.1%	—%
Recapture Agreement	—%	—%	—%	—%	—%	—%
	3.8%	1.4%	1.6%	0.9%	0.3%	0.2%
Non-Agency[F]						
Nationstar and SLS Serviced:						
Original Pools	10.0%	3.2%	3.5%	7.3%	1.3%	2.1%
Recaptured Loans	1.4%	0.3%	0.3%	0.1%	—%	—%
Recapture Agreement	—%	—%	—%	—%	—%	—%
Ocwen Serviced Pools[H]	8.3%	5.2%	7.0%	7.4%	2.1%	1.8%
	8.7%	4.6%	6.0%	7.3%	1.8%	1.9%
Total/Weighted Average[I]	7.7%	4.0%	5.1%	6.0%	1.5%	1.5%

(A) The WA FICO score is based on the weighted average of information provided by the loan servicer on a monthly basis. The loan servicer generally updates the FICO score when loans are refinanced or become delinquent.

(B) Adjustable Rate Mortgage % represents the percentage of the total principal balance of the pool that corresponds to adjustable rate mortgages.

(C) Three Month Average CPR, or the constant prepayment rate, represents the annualized rate of the prepayments during the quarter as a percentage of the total principal balance of the pool.

(D) Three Month Average CRR, or the voluntary prepayment rate, represents the annualized rate of the voluntary prepayments during the quarter as a percentage of the total principal balance of the pool.

(E) Three Month Average CDR, or the involuntary prepayment rate, represents the annualized rate of the involuntary prepayments (defaults) during the quarter as a percentage of the total principal balance of the pool.

(F) We also invested in related Servicer Advance Investments, including the basic fee component of the related MSR (Note 6 to our Consolidated Financial Statements) on $139.5 billion UPB underlying these Excess MSRs.

(G) Delinquency 30 Days, Delinquency 60 Days and Delinquency 90+ Days represent the percentage of the total principal balance of the pool that corresponds to loans that are delinquent by 30–59 days, 60–89 days or 90 or more days, respectively.

(H) Collateral characteristics related to approximately $2.1 billion of UPB are as of November 30, 2017.

(I) Weighted averages exclude collateral information for which collateral data was not available as of the report date.

The following table summarizes the collateral characteristics as of December 31, 2017 of the loans underlying Excess MSR investments made through joint ventures accounted for as equity method investees (dollars in thousands). For each of these pools, we own a 50% interest in an entity that invested in a 66.7% interest in the Excess MSRs.

	Collateral Characteristics												
	Current Carrying Amount	Current Principal Balance	New Residential Effective Ownership (%)	Number of Loans	WA FICO Score[A]	WA Coupon	WA Maturity (months)	Average Loan Age (months)	Adjustable Rate Mortgage %[B]	Three Month Average CPR[C]	Three Month Average CRR[D]	Three Month Average CDR[E]	Three Month Average Recapture Rate
Agency													
Original Pools	$ 160,409	$ 35,038,897	33.3%	309,839	691	5.1%	268	117	9.7%	17.2%	15.2%	2.3%	29.5%
Recaptured Loans	111,376	15,462,157	33.3%	106,118	704	4.1%	285	35	0.6%	11.3%	10.9%	0.5%	36.4%
Recapture Agreement	49,412	—	33.3%	—	—	—%	—	—	—%	—%	—%	—%	—%
Total/Weighted Average	$ 321,197	$ 50,501,054		415,957	695	4.8%	273	92	6.9%	15.5%	14.0%	1.8%	31.1%

	Collateral Characteristics					
	Delinquency 30 Days[F]	Delinquency 60 Days[F]	Delinquency 90+ Days[F]	Loans in Foreclosure	Real Estate Owned	Loans in Bankruptcy
Agency						
Original Pools	5.9%	2.1%	1.9%	1.7%	0.5%	0.3%
Recaptured Loans	3.4%	1.2%	1.0%	0.3%	0.1%	0.1%
Recapture Agreement	—%	—%	—%	—%	—%	—%
Total/Weighted Average[G]	5.2%	1.9%	1.6%	1.2%	0.4%	0.2%

(A) The WA FICO score is based on the weighted average of information provided by the loan servicer on a monthly basis. The loan servicer generally updates the FICO score on a monthly basis.
(B) Adjustable Rate Mortgage % represents the percentage of the total principal balance of the pool that corresponds to adjustable rate mortgages.
(C) Three Month Average CPR, or the constant prepayment rate, represents the annualized rate of the prepayments during the quarter as a percentage of the total principal balance of the pool.
(D) Three Month Average CRR, or the voluntary prepayment rate, represents the annualized rate of the voluntary prepayments during the quarter as a percentage of the total principal balance of the pool.
(E) Three Month Average CDR, or the involuntary prepayment rate, represents the annualized rate of the involuntary prepayments (defaults) during the quarter as a percentage of the total principal balance of the pool.
(F) Delinquency 30 Days, Delinquency 60 Days and Delinquency 90+ Days represent the percentage of the total principal balance of the pool that corresponds to loans that are delinquent by 30-59 days, 60-89 days or 90 or more days, respectively.
(G) Weighted averages exclude collateral information for which collateral data was not available as of the report date.

Servicer Advance Investments

In December 2013, we made our first Servicer Advance Investments, including the basic fee component of the related MSRs, through the Buyer, a joint venture entity capitalized by us and certain third-party co-investors. The Buyer acquired from Nationstar a pool of outstanding servicer advances (including deferred servicing fees) and the basic fee component of the related MSRs on a pool of Non-Agency mortgage loans. In exchange, the Buyer (i) paid the initial purchase price, and (ii) agreed to purchase future servicer advances related to the loans at par. We previously acquired an interest in the Excess MSRs related to these loans. See above "—Our Portfolio—Servicing Related Assets—Excess MSRs."

Nationstar remains the named servicer under the related servicing agreements and continues to perform all servicing duties for the underlying loans. The Buyer has the right, but not the obligation, to become the named servicer, subject to obtaining consents and ratings agency approvals required for a formal change of the named servicer. In exchange for Nationstar's performance of servicing duties, the Buyer pays Nationstar a servicing fee (the "Nationstar Servicing Fee") and, in the event that the aggregate cash flows from the advances and the basic fee generate a 14% return (the "Buyer Targeted Return") on the Buyer's invested equity, a performance fee (the "Nationstar Performance Fee"). Nationstar is majority owned by private equity funds managed by an affiliate of our Manager. For more information about the fee structure, see below.

In December 2014, we acquired Servicer Advance Investments from SLS, as described under "—Excess MSRs" above.

On April 6, 2015, we acquired Servicer Advance Investments in connection with the HLSS Acquisition, as described under "—Excess MSRs" above. In July 2017, we entered into the Ocwen Transaction as described in Note 5 to our Consolidated Financial Statements.

The following is a summary of our Servicer Advance Investments, including the right to the basic fee component of the related MSRs (dollars in thousands):

	December 31, 2017				
	Amortized Cost Basis	Carrying Value[A]	UPB of Underlying Residential Mortgage Loans	Outstanding Servicer Advances	Servicer Advances to UPB of Underlying Residential Mortgage Loans
Servicer Advance Investments					
Nationstar and SLS serviced pools	$ 1,016,344	$ 1,047,136	$ 50,363,639	$ 883,031	1.8%
Ocwen serviced pools	2,907,659	2,980,243	89,096,733	2,698,845	3.0%
Total	$ 3,924,003	$ 4,027,379	$ 139,460,372	$ 3,581,876	2.6%

(A) Carrying value represents the fair value of the Servicer Advance Investments, including the basic fee component of the related MSRs.

The following is additional information regarding our Servicer Advance Investments, and related financing, as of and for the year ended, December 31, 2017 (dollars in thousands):

			Year Ended December 31, 2017		Loan-to-Value ("LTV")[A]		Cost of Funds[B]	
	Weighted Average Discount Rate	Weighted Average Life (Years)[C]	Change in Fair Value Recorded in Other Income	Face Amount of Notes and Bonds Payable	Gross	Net[D]	Gross	Net
Servicer Advance Investments[E]	6.8%	5.1	$ 84,418	$ 3,461,718	93.2%	92.0%	3.3%	3.0%

(A) Based on outstanding servicer advances, excluding purchased but unsettled servicer advances and certain deferred servicing fees ("DSF") which we received financing on. If we were to include these DSF in the servicer advance balance, gross and net LTV as of December 31, 2017 would be 87.4% and 86.3%, respectively. Also excludes retained Non-Agency bonds with a current face amount of $80.0 million from the outstanding servicer advances debt. If we were to sell these bonds, gross and net LTV as of December 31, 2017 would be 95.3% and 94.1%, respectively.

(B) Annualized measure of the cost associated with borrowings. Gross Cost of Funds primarily includes interest expense and facility fees. Net Cost of Funds excludes facility fees.

(C) Weighted Average Life represents the weighted average expected timing of the receipt of expected net cash flows for this investment.

(D) Ratio of face amount of borrowings to par amount of servicer advance collateral, net of any general reserve.

(E) The following types of advances are included in Servicer Advance Investments:

	December 31, 2017
Principal and interest advances	$ 909,133
Escrow advances (taxes and insurance advances)	1,636,381
Foreclosure advances	1,036,362
Total	$ 3,581,876

The Buyer

We, through a wholly owned subsidiary, are the managing member of the Buyer. As of December 31, 2017, we owned an approximately 72.8% interest in the Buyer.

In the event that any member of the Buyer does not fund its capital contribution, each other member has the right, but not the obligation, to make pro rata capital contributions in excess of its stated commitment, provided that any member's decision not to fund any such capital contribution will result in a reduction of its membership percentage.

Servicing Fee

Nationstar, SLS and Ocwen remain the named servicers under the applicable servicing agreements and will continue to perform all servicing duties for the related residential mortgage loans. The Buyer, or the related New Residential subsidiary, as applicable,

has the right, but not the obligation, to become the named servicer with respect to its investments, subject to obtaining consents and ratings agency approvals required for a formal change of the named servicer. In exchange for their services, we pay Nationstar, SLS and Ocwen a monthly servicing fee representing a portion of the amounts from the purchased basic fee.

The Nationstar Servicing Fee is equal to a fixed percentage of the amounts from the purchased basic fee. This percentage was equal to approximately 9.3%, which is equal to (i) 2 bps divided by (ii) the basic fee, which is 21.6 bps, on a weighted average basis as of December 31, 2017. The SLS servicing fee is equal to 10.75 bps, based on the servicing fee collections of the underlying loans. The Ocwen servicing fee is equal to 6.1 bps, based on the servicing fee collections of the underlying loans.

Targeted Return/Incentive Fee

The Buyer Targeted Return and the Nationstar Performance Fee, with respect to Nationstar, are designed to achieve three objectives: (i) provide a reasonable risk-adjusted return to the Buyer based on the expected amount and timing of estimated cash flows from the purchased basic fee and advances, with both upside and downside based on the performance of the investment, (ii) provide Nationstar with a sufficient fee to compensate it for acting as servicer, and (iii) provide Nationstar with an incentive to effectively service the underlying loans. The Buyer Targeted Return implements these objectives by allocating payments in respect of the purchased basic fee between the Buyer and Nationstar. The SLS Incentive Fee functions in the same fashion with respect to the SLS Transaction (Note 6 to our Consolidated Financial Statements). Ocwen also receives a performance-based incentive fee (the "Ocwen Incentive Fee") based on the ratio of the outstanding servicer advances to the UPB of the underlying loans.

The amount available to satisfy the Buyer Targeted Return is equal to: (i) the amounts from the purchased basic fee, minus (ii) the Nationstar Servicing Fee ("Nationstar Net Collections"). The Buyer will retain the amount of Nationstar Net Collections necessary to achieve the Buyer Targeted Return. Amounts in excess of the Buyer Targeted Return will be used to pay the Nationstar Performance Fee.

The Buyer Targeted Return, which is payable monthly, is generally equal to (i) 14% multiplied by (ii) the Buyer's total invested capital. Total invested capital is generally equal to the sum of the Buyer's (i) equity in advances as of the beginning of the prior month, plus (ii) working capital (equal to a percentage of the equity as of the beginning of the prior month), plus (iii) equity and working capital contributed during the course of the prior month.

The Buyer Targeted Return is calculated after giving effect to (i) interest expense on the advance financing, (ii) other expenses and fees of the Buyer and its subsidiaries related to financing facilities, (iii) write-offs on account of any non-recoverable servicer advances, and (iv) any shortfall with respect to a prior month in the satisfaction of the Buyer Targeted Return.

The Nationstar Performance Fee is calculated as follows. Pursuant to a Master Servicing Rights Purchase Agreement and related sale supplements, Nationstar Net Collections is divided into two subsets: the "Retained Amount" and the "Surplus Amount." If the amount necessary to achieve the Buyer Targeted Return is equal to or less than the Retained Amount, then 50% of the excess Retained Amount (if any) and 100% of the Surplus Amount is paid to Nationstar as the Nationstar Performance Fee. If the amount necessary to achieve the Buyer Targeted Return is greater than the Retained Amount but less than Nationstar Net Collections, then 100% of the excess Surplus Amount is paid to Nationstar as a Nationstar Performance Fee. Nationstar Performance Fee payments were made to Nationstar in the amounts of $37.6 million, $39.0 million and $48.4 million during the years ended December 31, 2017, 2016 and 2015, respectively.

The SLS Incentive Fee is equal to up to 4.0 bps on the UPB of the underlying loans, depending on the ratio of the outstanding servicer advances to the UPB of the underlying loans.

The Ocwen Incentive Fee payable in any month is reduced if the advance ratio exceeds a predetermined level for that month. If the advance ratio is exceeded in any month, any performance-based incentive fee payable for such month will be reduced by 1-month LIBOR plus 2.75% (or 275 bps) per annum of the amount of any such excess servicer advances.

A further discussion of the sensitivity of these incentive fees to changes in LIBOR is included below under "Quantitative and Qualitative Disclosures About Market Risk."

Residential Securities and Loans

Real Estate Securities

Agency RMBS

The following table summarizes our Agency RMBS portfolio as of December 31, 2017 (dollars in thousands):

Asset Type	Outstanding Face Amount	Amortized Cost Basis	Percentage of Total Amortized Cost Basis	Gross Unrealized Gains	Gross Unrealized Losses	Carrying Value[A]	Count	Weighted Average Life (Years)	3-Month CPR	Outstanding Repurchase Agreements
Agency ARM RMBS	$ 105,777	$ 115,180	9.2%	$ —	$ (4,649)	$ 110,531	26	3.7	19.8%	$ 119,335
Agency Specified Pools	1,097,852	1,131,913	90.8%	1,176	(3)	1,133,086	72	7.4	0.6%	8,017
Agency RMBS	$ 1,203,629	$ 1,247,093	100.0%	$ 1,176	$ (4,652)	$ 1,243,617	98	7.0	2.3%	$ 127,352

(A) Fair value, which is equal to carrying value for all securities.

The following table summarizes the reset dates of our Agency ARM RMBS portfolio as of December 31, 2017 (dollars in thousands):

Months to Next Reset[A]	Number of Securities	Outstanding Face Amount	Amortized Cost Basis	Percentage of Total Amortized Cost Basis	Carrying Value	Weighted Average Coupon	Weighted Average Margin	Weighted Average Periodic Cap 1st Coupon Adjustment[B]	Weighted Average Periodic Cap Subsequent Coupon Adjustment[C]	Weighted Average Lifetime Cap[D]	Weighted Average Months to Reset[E]
1 - 12	26	$ 105,777	$ 115,180	100.0%	$ 110,531	3.5%	1.7%	N/A	1.9%	8.9%	6

(A) Of these investments, 94.5% reset based on 12-month LIBOR index, 3.3% reset based on one-month LIBOR, and 2.2% reset based on the one-year Treasury Constant Maturity Rate.
(B) Represents the maximum change in the coupon at the end of the fixed rate period. All securities in this category are past the first coupon adjustment.
(C) Represents the maximum change in the coupon at each reset date subsequent to the first coupon adjustment.
(D) Represents the maximum coupon on the underlying security over its life.
(E) Represents recurrent weighted average months to the next interest rate reset.

The following table summarizes the net interest spread of our Agency RMBS portfolio as of December 31, 2017:

	Net Interest Spread[A]
Weighted Average Asset Yield	2.83%
Weighted Average Funding Cost	1.42%
Net Interest Spread	1.41%

(A) The Agency RMBS portfolio consists of 9.2% floating rate securities and 90.8% fixed rate securities (based on amortized cost basis). See table above for details on rate resets of the floating rate securities.

We also hold $862.0 million face amount of Treasury securities with an amortized cost basis of $858.0 million and a carrying value of $852.7 million as of December 31, 2017.

Non-Agency RMBS

The following table summarizes our Non-Agency RMBS portfolio as of December 31, 2017 (dollars in thousands):

Asset Type	Outstanding Face Amount	Amortized Cost Basis	Gross Unrealized Gains	Gross Unrealized Losses	Carrying Value[A]	Outstanding Repurchase Agreements
Non-Agency RMBS	$ 12,757,357	$ 5,599,644	$ 423,504	$ (48,359)	$ 5,974,789	$ 4,720,290

(A) Fair value, which is equal to carrying value for all securities.

The following tables summarize the characteristics of our Non-Agency RMBS portfolio and of the collateral underlying our Non-Agency RMBS as of December 31, 2017 (dollars in thousands):

	Non- Agency RMBS Characteristics[A]									
Vintage[B]	Average Minimum Rating[C]	Number of Securities	Outstanding Face Amount	Amortized Cost Basis	Percentage of Total Amortized Cost Basis	Carrying Value	Principal Subordination[D]	Excess Spread[E]	Weighted Average Life (Years)	Weighted Average Coupon[F]
Pre 2006	CC	393	$ 1,958,012	$ 1,415,651	25.4%	$ 1,579,898	13.2%	1.6%	8.6	2.6%
2006	CC	120	2,618,417	1,646,999	29.6%	1,768,446	7.0%	1.9%	8.5	1.9%
2007	CC	89	3,192,167	1,841,903	33.1%	1,934,340	6.1%	1.3%	7.3	2.2%
2008 and later	BBB-	146	4,959,071	665,311	11.9%	661,882	8.6%	—%	5.1	2.8%
Total/Weighted Average	CCC-	748	$ 12,727,667	$ 5,569,864	100.0%	$ 5,944,566	8.5%	1.4%	7.7	2.3%

	Collateral Characteristics[A] [G]				
Vintage[B]	Average Loan Age (years)	Collateral Factor[H]	3-Month CPR[I]	Delinquency[J]	Cumulative Losses to Date
Pre 2006	13.0	0.08	10.7%	12.9%	12.7%
2006	11.7	0.14	10.4%	14.3%	30.6%
2007	10.9	0.27	12.2%	13.8%	35.0%
2008 and later	12.2	0.74	12.9%	4.0%	2.0%
Total/Weighted Average	11.8	0.24	11.4%	12.5%	24.1%

(A) Excludes $29.7 million face amount of bonds backed by consumer loans.
(B) The year in which the securities were issued.
(C) Ratings provided above were determined by third party rating agencies, represent the most recent credit ratings available as of the reporting date and may not be current. This excludes the ratings of the collateral underlying 204 bonds with a carrying value of $380.5 million which either have never been rated or for which rating information is no longer provided. We had no assets that were on negative watch for possible downgrade by at least one rating agency as of December 31, 2017.
(D) The percentage of amortized cost basis of securities and residual interests that is subordinate to our investments. This excludes interest-only bonds.
(E) The current amount of interest received on the underlying loans in excess of the interest paid on the securities, as a percentage of the outstanding collateral balance for the quarter ended December 31, 2017.
(F) Excludes residual bonds, and certain other Non-Agency bonds, with a carrying value of $186.0 million and $0.0 million, respectively, for which no coupon payment is expected.
(G) The weighted average loan size of the underlying collateral is $172.5 thousand.
(H) The ratio of original UPB of loans still outstanding.
(I) Three month average constant prepayment rate and default rates.
(J) The percentage of underlying loans that are 90+ days delinquent, or in foreclosure or considered REO.

The following table summarizes the net interest spread of our Non-Agency RMBS portfolio as of December 31, 2017:

Net Interest Spread[A]	
Weighted Average Asset Yield	5.66%
Weighted Average Funding Cost	2.90%
Net Interest Spread	2.76%

(A) The Non-Agency RMBS portfolio consists of 90.5% floating rate securities and 9.5% fixed rate securities (based on amortized cost basis).

Call Rights

We hold a limited right to cleanup call options with respect to certain securitization trusts serviced or master serviced by Nationstar whereby, when the UPB of the underlying residential mortgage loans falls below a pre-determined threshold, we can effectively purchase the underlying residential mortgage loans at par, plus unreimbursed servicer advances, resulting in the repayment of all of the outstanding securitization financing at par, in exchange for a fee of 0.75% of UPB paid to Nationstar at the time of exercise. We similarly hold a limited right to cleanup call options with respect to certain securitization trusts master serviced by SLS for no fee, and also with respect to certain securitization trusts serviced or master serviced by Ocwen subject to a fee of 0.5% of UPB on loans that are current or thirty (30) days or less delinquent, paid to Ocwen at the time of exercise. The aggregate UPB of the underlying residential mortgage loans within these various securitization trusts is approximately $144.9 billion.

We continue to evaluate the call rights we acquired from each of our servicers, and our ability to exercise such rights and realize the benefits therefrom are subject to a number of risks. See “Risk Factors—Risks Related to Our Business—Our ability to exercise our cleanup call rights may be limited or delayed if a third party also possessing such cleanup call rights exercises such rights, if the related securitization trustee refuses to permit the exercise of such rights, or if a related party is subject to bankruptcy proceedings.” The actual UPB of the residential mortgage loans on which we can successfully exercise call rights and realize the benefits therefrom may differ materially from our initial assumptions.

We have exercised our call rights with respect to Non-Agency RMBS trusts and purchased performing and non-performing residential mortgage loans and REO contained in such trusts prior to their termination. In certain cases, we sold portions of the purchased loans through securitizations, and retained bonds issued by such securitizations. In addition, we received par on the securities issued by the called trusts which we owned prior to such trusts’ termination. Refer to Note 8 in our Consolidated Financial Statements for further details on these transactions.

Residential Mortgage Loans

As of December 31, 2017, we had approximately $2.7 billion outstanding face amount of residential mortgage loans. These investments were financed with repurchase agreements with an aggregate face amount of approximately $1.9 billion and notes and bonds payable with an aggregate face amount of approximately $137.2 million. We acquired these loans through open market purchases, as well as through the exercise of call rights.

The following table presents the total residential mortgage loans outstanding by loan type at December 31, 2017 (dollars in thousands).

	Outstanding Face Amount	Carrying Value(A)	Loan Count	Weighted Average Yield	Weighted Average Life (Years)(B)	Floating Rate Loans as a % of Face Amount	LTV Ratio(C)	Weighted Avg. Delinquency(D)	Weighted Average FICO(E)
Performing Loans(H)	$ 557,381	$ 507,615	8,876	8.0%	5.5	22.1%	76.4%	8.7%	649
Purchased Credit Deteriorated Loans(I)	249,254	183,540	2,142	7.2%	3.1	14.7%	84.2%	75.8%	597
Total Residential Mortgage Loans, held-for-investment	$ 806,635	$ 691,155	11,018	7.7%	4.8	19.8%	78.8%	29.4%	633
Reverse Mortgage Loans(F) (G)	$ 16,755	$ 6,870	48	7.5%	4.5	15.9%	141.2%	77.8%	N/A
Performing Loans(H) (J)	1,044,116	1,071,371	15,464	4.0%	4.8	10.2%	53.2%	7.0%	654
Non-Performing Loans(I) (J)	846,181	647,293	5,597	5.6%	4.3	18.7%	94.4%	63.3%	581
Residential Mortgage Loans, held- for-sale	$ 1,907,052	$ 1,725,534	21,109	4.8%	4.6	14.0%	72.2%	32.6%	622

(A) Includes residential mortgage loans with a United States federal income tax basis of $2,414.4 million as of December 31, 2017.
(B) The weighted average life is based on the expected timing of the receipt of cash flows.
(C) LTV refers to the ratio comparing the loan’s unpaid principal balance to the value of the collateral property.
(D) Represents the percentage of the total principal balance that is 60+ days delinquent.
(E) The weighted average FICO score is based on the weighted average of information updated and provided by the loan servicer on a monthly basis.
(F) Represents a 70% participation interest we hold in a portfolio of reverse mortgage loans. The average loan balance outstanding based on total UPB was $0.5 million at December 31, 2017. Approximately 54.3% of these loans outstanding have reached a termination event. As a result of the termination event, each such loan has matured and the borrower can no longer make draws on these loans.
(G) FICO scores are not used in determining how much a borrower can access via a reverse mortgage loan.

(H) Performing loans are generally placed on nonaccrual status when principal or interest is 120 days or more past due.

(I) Includes loans with evidence of credit deterioration since origination where it is probable that we will not collect all contractually required principal and interest payments. As of December 31, 2017, we have placed all Non-Performing Loans, held-for-sale on nonaccrual status, except as described in (J) below.

(J) Includes $33.7 million and $66.5 million UPB of Ginnie Mae EBO performing and non-performing loans, respectively, on accrual status as contractual cash flows are guaranteed by the FHA.

We consider the delinquency status, loan-to-value ratios, and geographic area of residential mortgage loans as our credit quality indicators.

Other

Consumer Loans

On April 1, 2013, we completed, through newly formed limited liability companies (together, the "Consumer Loan Companies"), a co-investment in a portfolio of consumer loans. The portfolio included personal unsecured loans and personal homeowner loans originated through subsidiaries of HSBC Finance Corporation. We acquired 30% membership interests in each of the Consumer Loan Companies. Of the remaining 70% of the membership interests, OneMain, which is majority-owned by Fortress funds managed by our Manager, acquired 47% and funds managed by Blackstone Tactical Opportunities Advisors LLC acquired 23%. OneMain acted as the managing member of the Consumer Loan Companies. After a servicing transition period, OneMain became the servicer of the loans and provides all servicing and advancing functions for the portfolio. On October 3, 2014, the Consumer Loan Companies refinanced the portfolio with an asset-backed securitization, resulting in proceeds in excess of the refinanced debt which were distributed to the co-investors. This reduced our basis in the consumer loans investment to $0.0 million and resulted in a gain. Subsequent to this refinancing, we discontinued recording our share of the underlying earnings of the Consumer Loan Companies.

On March 31, 2016, we entered into the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements). As a result, we own 53.5% of, and consolidate, the Consumer Loan Companies.

In 2016, we agreed to purchase newly originated consumer loans from a third party ("Consumer Loan Seller"). In the aggregate, as of December 31, 2016, we had purchased $177.4 million UPB of loans for an aggregate purchase price of $176.2 million from Consumer Loan Seller. These loans are not held in the Consumer Loan Companies and have been designated as performing consumer loans, held-for-investment.

The table below summarizes the collateral characteristics of the consumer loans as of December 31, 2017 (dollars in thousands):

	Collateral Characteristics													
	UPB	Personal Unsecured Loans %	Personal Homeowner Loans %	Number of Loans	Weighted Average Original FICO Score(A)	Weighted Average Coupon	Adjustable Rate Loan %	Average Loan Age (months)	Average Expected Life (Years)	Delinquency 30 Days(B)	Delinquency 60 Days(B)	Delinquency 90+ Days(B)	12-Month CRR(C)	12-Month CDR(D)
Consumer loans, held-for-investment	$ 1,377,792	69.5%	30.5%	174,843	639	17.9%	10.7%	144	3.5	3.1%	1.7%	2.5%	17.4%	6.2%

(A) Weighted average original FICO score represents the FICO score at the time the loan was originated.

(B) Delinquency 30 Days, Delinquency 60 Days and Delinquency 90+ Days represent the percentage of the total principal balance of the pool that corresponds to loans that are delinquent by 30-59 days, 60-89 days or 90 or more days, respectively.

(C) 12-Month CRR, or the voluntary prepayment rate, represents the annualized rate of the voluntary prepayments during the three months as a percentage of the total principal balance of the pool.

(D) 12-Month CDR, or the involuntary prepayment rate, represents the annualized rate of the involuntary prepayments (defaults) during the three months as a percentage of the total principal balance of the pool.

In February 2017, we completed a co-investment, through a newly formed entity, PF LoanCo Funding LLC ("LoanCo"), to purchase up to $5.0 billion worth of newly originated consumer loans from Consumer Loan Seller over a two year term. We, along with three co-investors, each acquired 25% membership interests in LoanCo. For further information, see Note 9 to our Consolidated Financial Statements.

The following is a summary of LoanCo's consumer loan investments:

	Unpaid Principal Balance	Interest in Consumer Loans	Carrying Value	Weighted Average Coupon	Weighted Average Expected Life (Years)[A]	Weighted Average Delinquency[B]
December 31, 2017 [C]	$ 178,422	25.0%	$ 178,422	15.1%	1.4	0.4%

(A) Represents the weighted average expected timing of the receipt of expected cash flows for this investment.
(B) Represents the percentage of the total unpaid principal balance that is 30+ days delinquent. Delinquency status is the primary credit quality indicator as it provides early warning of borrowers who may be experiencing financial difficulties.
(C) Data as of November 30, 2017 as a result of the one month reporting lag.

APPLICATION OF CRITICAL ACCOUNTING POLICIES

Management's Discussion and Analysis of Financial Condition and Results of Operations is based upon our Consolidated Financial Statements, which have been prepared in accordance with GAAP. The preparation of financial statements in conformity with GAAP requires the use of estimates and assumptions that could affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported amounts of revenue and expenses. Actual results could differ from these estimates. We believe that the estimates and assumptions utilized in the preparation of the Consolidated Financial Statements are prudent and reasonable. Actual results historically have generally been in line with our estimates and judgments used in applying each of the accounting policies described below, as modified periodically to reflect current market conditions.

Excess MSRs

Upon acquisition, we elected to record each investment in Excess MSRs at fair value, in order to provide users of the financial statements with better information regarding the effects of prepayment risk and other market factors on the Excess MSRs.

Our Excess MSRs are categorized as Level 3 under the GAAP fair value hierarchy, as described in Note 12 to our Consolidated Financial Statements. The inputs used in the valuation of Excess MSRs include prepayment rate, delinquency rate, recapture rate, excess mortgage servicing amount and discount rate. The determination of estimated cash flows used in pricing models is inherently subjective and imprecise. The methods used to estimate fair value may not result in an amount that is indicative of net realizable value or reflective of future fair values. Changes in market conditions, as well as changes in the assumptions or methodology used to determine fair value, could result in a significant increase or decrease in fair value. We validate significant inputs and outputs of our models by comparing them to available independent third party market parameters and models for reasonableness. We believe the assumptions we use are within the range that a market participant would use, and factor in the liquidity conditions in the markets. We review any changes to the valuation methodology to ensure the changes are appropriate.

In order to evaluate the reasonableness of its fair value determinations, we engage an independent valuation firm to separately measure the fair value of our Excess MSR pools. The independent valuation firm determines an estimated fair value range based on its own models and issues a "fairness opinion" with this range. We compare the range included in the opinion to the values generated by our internal models. To date, we have not made any significant valuation adjustments as a result of these fairness opinions.

Investments in Excess MSRs are aggregated into pools as applicable; each pool of Excess MSRs is accounted for in the aggregate. Interest income for Excess MSRs is accreted using an effective yield or "interest" method, based upon the expected income from the Excess MSRs through the expected life of the underlying mortgages. The inputs used in estimating cash flows are generally the same as those used in estimating fair value, and are subject to the same judgments and uncertainties. Changes to expected cash flows result in a cumulative retrospective adjustment, which will be recorded in the period in which the change in expected cash flows occurs. Under the retrospective method, the interest income recognized for a reporting period would be measured as the difference between the amortized cost basis at the end of the period and the amortized cost basis at the beginning of the period, plus any cash received during the period. The amortized cost basis is calculated as the present value of estimated future cash flows using an effective yield, which is the yield that equates all past actual and current estimated future cash flows to the initial investment. In addition, our policy is to recognize interest income only on Excess MSRs in existing eligible underlying mortgages.

Under the fair value election, the difference between the fair value of Excess MSRs and their amortized cost basis is recorded as "Change in fair value of investments in excess mortgage servicing rights," as applicable. Fair value is generally determined by discounting the expected future cash flows using discount rates that incorporate the market risks and liquidity premium specific to the Excess MSRs, and therefore may differ from their effective yields.

MSRs

As an approved owner of MSRs, upon acquisition, we account for our MSRs as servicing assets or servicing liabilities as we have undertaken an obligation to service financial assets. We measure our MSRs at fair value at acquisition and elect to subsequently measure at fair value at each reporting date using the fair value measurement method. The variables and methodology involved in valuing MSRs are similar to those involved in valuing Excess MSRs, with the addition of the estimation of a market level of future costs to service a given portfolio of underlying residential mortgage loans. This cost estimate is primarily based on current market data obtained from servicers and other third parties, which may be adjusted based on our expectations for the future, and requires significant judgement with respect to selecting an appropriate level of estimated future cost from within the range of data obtained and with respect to formulating future expectations. We believe the assumptions we use are within the range that a market participant would use.

For these reasons, as well as the reasons described in “Excess MSRs” above, the determination of the estimated fair value of MSRs may not result in an amount that is indicative of net realizable value or reflective of future fair values. Changes in market conditions, as well as changes in the assumptions or methodology used to determine fair value, could result in a significant increase or decrease in fair value. In order to evaluate the reasonableness of our fair value determinations, we engage an independent valuation firm to separately measure the fair value of our MSRs, similar to our Excess MSRs.

Servicing Revenue, Net is comprised of the following components: (i) income from the MSRs, less (ii) amortization of the basis of the MSRs, plus or minus (iii) the mark-to-market on the MSRs. Amortization of the basis of the MSRs is based on the remaining UPB of the residential mortgage loans underlying the MSRs relative to their UPB at acquisition.

Mortgage Servicing Rights Financing Receivables

As a result of the length of the initial term of the related subservicing agreements between NRM and PHH, and NRM and Ocwen (Note 5 to our Consolidated Financial Statements), although the MSRs were legally sold, solely for accounting purposes we determined that substantially all of the risks and rewards inherent in owning the MSRs had not been transferred to NRM, and that the purchase agreements would not be treated as sales under GAAP. Therefore, rather than recording investments in MSRs, we recorded investments in mortgage servicing rights financing receivables. Income from these investments is recorded as interest income, and we have elected to measure these investments at fair value, with changes in fair value flowing through Change in fair value of investments in mortgage servicing rights financing receivables in the Consolidated Statements of Income.

Servicer Advance Investments

We account for Servicer Advance Investments, which include the basic fee component of the related MSR, as financial instruments, in instances where our subsidiary, NRM, is not the named servicer.

We have elected to account for the Servicer Advance Investments at fair value. Accordingly, we estimate the fair value of the Servicer Advance Investments at each reporting date and reflect changes in the fair value of the Servicer Advance Investments as gains or losses.

We recognize interest income from our Servicer Advance Investments using the interest method, with adjustments to the yield applied based upon changes in actual or expected cash flows under the retrospective method. The servicer advances are not interest-bearing, but we accrete the effective rate of interest applied to the aggregate cash flows from the servicer advances and the basic fee component of the related MSR.

We categorize Servicer Advance Investments under Level 3 of the GAAP hierarchy because we use internal pricing models to estimate the future cash flows related to the Servicer Advance Investments that incorporate significant unobservable inputs and include assumptions that are inherently subjective and imprecise. In order to evaluate the reasonableness of our fair value determinations, we engage an independent valuation firm to separately measure the fair value of our Servicer Advance Investments. The independent valuation firm determines an estimated fair value range based on its own models and issues a “fairness opinion” with this range.

Our estimations of future cash flows include the combined cash flows of all of the components that comprise the Servicer Advance Investments: existing advances, the requirement to purchase future advances and the right to the basic fee component of the related MSR. The factors that most significantly impact the fair value include (i) the rate at which the servicer advance balance declines, which we estimate is approximately $0.4 billion per year on average over the weighted average life of the investment held as of December 31, 2017, (ii) the duration of outstanding servicer advances, which we estimate is approximately nine months on average

for an advance balance at a given point in time (not taking into account new advances made with respect to the pool), and (iii) the UPB of the underlying loans with respect to which we have the obligation to make advances and own the basic fee component.

As described above, we recognize income from Servicer Advance Investments in the form of (i) interest income, which we reflect as a component of net interest income and (ii) changes in the fair value of the Servicer Advance Investments, which we reflect as a component of other income.

We remit to our servicers a portion of the basic fee component of the MSR related to our Servicer Advance Investments as compensation for acting as servicer, as described in more detail under "—Our Portfolio—Servicing Related Assets—Servicer Advances." Our interest income is recorded net of the servicing fees owed to our servicers.

Real Estate Securities (RMBS)

Our Non-Agency RMBS and Agency RMBS are classified as available-for-sale. As such, they are carried at fair value, with net unrealized gains or losses reported as a component of accumulated other comprehensive income, to the extent impairment losses are considered temporary, as described below.

We expect that any RMBS we acquire will be categorized under Level 2 or Level 3 of the GAAP hierarchy, depending on the observability of the inputs. Fair value may be based upon broker quotations, counterparty quotations, pricing service quotations or internal pricing models. The significant inputs used in the valuation of our securities include the discount rate, prepayment rates, default rates and loss severities, as well as other variables.

The determination of estimated cash flows used in pricing models is inherently subjective and imprecise. The methods used to estimate fair value may not be indicative of net realizable value or reflective of future fair values. Changes in market conditions, as well as changes in the assumptions or methodology used to determine fair value, could result in a significant increase or decrease in fair value. We validate significant inputs and outputs of our models by comparing them to available independent third party market parameters and models for reasonableness. We believe the assumptions we use are within the range that a market participant would use, and factor in the liquidity conditions in the markets. We review any changes to the valuation methodology to ensure the changes are appropriate.

We must also assess whether unrealized losses on securities, if any, reflect a decline in value that is other-than-temporary and, if so, record an other-than-temporary impairment through earnings. A decline in value is deemed to be other-than-temporary if (i) it is probable that we will be unable to collect all amounts due according to the contractual terms of a security that was not impaired at acquisition (there is an expected credit loss), or (ii) if we have the intent to sell a security in an unrealized loss position or it is more likely than not that we will be required to sell a security in an unrealized loss position prior to its anticipated recovery (if any). For the purposes of performing this analysis, we will assume the anticipated recovery period is until the expected maturity of the applicable security. Also, for securities that represent beneficial interests in securitized financial assets within the scope of Accounting Standards Codification ("ASC") No. 325-40, whenever there is a probable adverse change in the timing or amounts of estimated cash flows of a security from the cash flows previously projected, an other-than-temporary impairment will be deemed to have occurred. Our Non-Agency RMBS acquired with evidence of deteriorated credit quality for which it was probable, at acquisition, that we would be unable to collect all contractually required payments receivable, fall within the scope of ASC No. 310-30, as opposed to ASC No. 325-40. All of our other Non-Agency RMBS, those not acquired with evidence of deteriorated credit quality, fall within the scope of ASC No. 325-40.

Income on these securities is recognized using a level yield methodology based upon a number of cash flow assumptions that are subject to uncertainties and contingencies. Such assumptions include the rate and timing of principal and interest receipts (which may be subject to prepayments and defaults). These assumptions are updated on at least a quarterly basis to reflect changes related to a particular security, actual historical data, and market changes. These uncertainties and contingencies are difficult to predict and are subject to future events, and economic and market conditions, which may alter the assumptions. For securities acquired at a discount for credit losses, we recognize the excess of all cash flows expected over our investment in the securities as Interest Income on a "loss adjusted yield" basis. The loss-adjusted yield is determined based on an evaluation of the credit status of securities, as described in connection with the analysis of impairment above.

Impairment of Performing Loans

To the extent that they are classified as held-for-investment, we must periodically evaluate each of these loans or loan pools for possible impairment. Impairment is indicated when it is deemed probable that we will be unable to collect all amounts due according to the contractual terms of the loan, or for loans acquired at a discount for credit losses, when it is deemed probable that we will

be unable to collect as anticipated. Upon determination of impairment, we would establish a specific valuation allowance with a corresponding charge to earnings. We continually evaluate our loans receivable for impairment.

Our residential mortgage loans are aggregated into pools for evaluation based on like characteristics, such as loan type and acquisition date. Pools of loans are evaluated based on criteria such as an analysis of borrower performance, credit ratings of borrowers, loan to value ratios, the estimated value of the underlying collateral, the key terms of the loans and historical and anticipated trends in defaults and loss severities for the type and seasoning of loans being evaluated. This information is used to estimate provisions for estimated unidentified incurred losses on pools of loans. Significant judgment is required in determining impairment and in estimating the resulting loss allowance. Furthermore, we must assess our intent and ability to hold our loan investments on a periodic basis. If we do not have the intent to hold a loan for the foreseeable future or until its expected payoff, the loan must be classified as “held-for-sale” and recorded at the lower of cost or estimated value.

A loan is determined to be past due when a monthly payment is due and unpaid for 30 days or more. Loans, other than PCD loans (described below), are placed on nonaccrual status and considered non-performing when full payment of principal and interest is in doubt, which generally occurs when principal or interest is 120 days or more past due unless the loan is both well secured and in the process of collection. A loan may be returned to accrual status when repayment is reasonably assured and there has been demonstrated performance under the terms of the loan or, if applicable, the terms of the restructured loan.

Loans, other than PCD loans, are generally charged off or charged down to the net realizable value of the underlying collateral (i.e., fair value less costs to sell), with an offset to the allowance for loan losses, when available information indicates that loans are uncollectible.

Determinations of whether a loan is collectible are inherently uncertain and subject to significant judgment.

Purchased Credit Deteriorated (“PCD”) Loans

We evaluate the credit quality of our loans, as of the acquisition date, for evidence of credit quality deterioration. Loans with evidence of credit deterioration since their origination and where it is probable that we will not collect all contractually required principal and interest payments are PCD loans. Recognition of income and accrual status on PCD loans is dependent on having a reasonable expectation about the timing and amount of cash flows to be collected. At acquisition, we aggregate PCD loans into pools based on common risk characteristics and loans aggregated into pools are accounted for as if each pool were a single loan with a single composite interest rate and an aggregate expectation of cash flows.

The excess of the total cash flows (both principal and interest) expected to be collected over the carrying value of the PCD loans is referred to as the accretable yield. This amount is not reported on our Consolidated Balance Sheets but is accreted into interest income at a level rate of return over the remaining estimated life of the pool of loans.

On a quarterly basis, we estimate the total cash flows expected to be collected over the remaining life of each pool. Probable decreases in expected cash flows trigger the recognition of impairment. Impairments are recognized through the valuation provision for loans and an increase in the allowance for loan losses. Probable and significant increases in expected cash flows would first reverse any previously recorded allowance for loan losses with any remaining increases recognized prospectively as a yield adjustment over the remaining estimated lives of the underlying loans.

The excess of the total contractual cash flows over the cash flows expected to be collected is referred to as the nonaccretable difference. This amount is not reported on our Consolidated Balance Sheets and represents an estimate of the amount of principal and interest that will not be collected.

The estimation of future cash flows for PCD loans is subject to significant judgment and uncertainty. Actual cash flows could be materially different than our estimates.

The liquidation of PCD loans, which may include sales of loans, receipt of payment in full by the borrower, or foreclosure, results in removal of the loans from the underlying PCD pool. When the amount of the liquidation proceeds (e.g., cash, real estate), if any, is less than the unpaid principal balance of the loan, the difference is first applied against the PCD pool’s nonaccretable difference. When the nonaccretable difference for a particular loan pool has been fully depleted, any excess of the unpaid principal balance of the loan over the liquidation proceeds is written off against the PCD pool’s allowance for loan losses.

Real Estate Owned (REO)

REO assets are those individual properties where the lender receives the property in satisfaction of a debt (e.g., by taking legal title or physical possession). We recognize REO assets at the completion of the foreclosure process or upon execution of a deed in lieu of foreclosure with the borrower. We measure REO assets at the lower of cost or fair value, with valuation changes recorded in other income. REO is illiquid in nature and its valuation is subject to significant uncertainty and judgment and is greatly impacted by local market conditions.

Consumer Loans

Prior to the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements), we accounted for our investment in the Consumer Loan Companies pursuant to the equity method of accounting because we could exercise significant influence over the Consumer Loan Companies, but the requirements for consolidation were not met. Our share of earnings and losses in these equity method investees was recorded in “Earnings from investments in consumer loans, equity method investees” on the Consolidated Statements of Income. Equity method investments are included in “Investments in consumer loans, equity method investees” on the Consolidated Balance Sheets.

Subsequent to the SpringCastle Transaction, we consolidate the Consumer Loan Companies. The Consumer Loan Companies classify their investments in consumer loans as held-for-investment, as they have the intent and ability to hold for the foreseeable future, or until maturity or payoff. The Consumer Loan Companies record the consumer loans at cost net of any unamortized discount or loss allowance. The Consumer Loan Companies determined at acquisition that these loans would be aggregated into pools based on common risk characteristics (credit quality, loan type, and date of origination or acquisition); the loans aggregated into pools are accounted for as if each pool were a single loan.

We account for our investments in LoanCo and WarrantCo (Note 9 to our Consolidated Financial Statements) pursuant to the equity method of accounting because we can exercise significant influence over LoanCo and WarrantCo, but the requirements for consolidation are not met. Our share of earnings and losses in these equity method investees is included in “Earnings from investments in consumer loans, equity method investees” on the consolidated statements of income. Equity method investments are included in “Investments in consumer loans, equity method investees” on the consolidated balance sheets. LoanCo has elected to measure its investment in consumer loans at fair value and WarrantCo has elected to measure its investments in warrants at fair value.

Investment Consolidation

The analysis as to whether to consolidate an entity is subject to a significant amount of judgment. Some of the criteria considered are the determination as to the degree of control over an entity by its various equity holders, the design of the entity, how closely related the entity is to each of its equity holders, the relation of the equity holders to each other and a determination of the primary beneficiary in entities in which we have a variable interest. These analyses involve estimates, based on our assumptions, as well as judgments regarding significance and the design of entities.

Variable interest entities (“VIEs”) are defined as entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties. A VIE is required to be consolidated by its primary beneficiary, and only by its primary beneficiary, which is defined as the party who has the power to direct the activities of a VIE that most significantly impact its economic performance and who has the obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE.

Our investments and certain other interests in Non-Agency RMBS are variable interests. We monitor these investments and analyze the potential need to consolidate the related securitization entities pursuant to the VIE consolidation requirements.

These analyses require considerable judgment in determining whether an entity is a VIE and determining the primary beneficiary of a VIE since they involve subjective determinations of significance, with respect to both power and economics. The result could be the consolidation of an entity that otherwise would not have been consolidated or the de-consolidation of an entity that otherwise would have been consolidated.

We have not consolidated the securitization entities that issued our Non-Agency RMBS. This determination is based, in part, on our assessment that we do not have the power to direct the activities that most significantly impact the economic performance of these entities, such as if we owned a majority of the currently controlling class. In addition, we are not obligated to provide, and have not provided, any financial support to these entities.

We have not consolidated the entities in which we hold a 50% interest that made an investment in Excess MSRs. We have determined that the decisions that most significantly impact the economic performance of these entities will be made collectively by us and the other investor in the entities. In addition, these entities have sufficient equity to permit the entities to finance their activities without additional subordinated financial support. Based on our analysis, these entities do not meet any of the VIE criteria.

We have invested in Nationstar serviced Servicer Advance Investments, including the basic fee component of the related MSRs, through the Buyer, of which we are the managing member. The Buyer was formed through cash contributions by us and third-parties in exchange for membership interests. As of December 31, 2017, we owned an approximately 72.8% interest in the Buyer, and the third-party investors owned the remaining membership interests. Through our managing member interest, we direct substantially all of the day-to-day activities of the Buyer. The third-party investors do not possess substantive participating rights or the power to direct the day-to-day activities that most directly affect the operations of the Buyer. In addition, no single third-party investor, or group of third-party investors, possesses the substantive ability to remove us as the managing member of the Buyer. We have determined that the Buyer is a voting interest entity. As a result of our managing member interest, which represents a controlling financial interest, we consolidate the Buyer and its wholly owned subsidiaries and reflect membership interests in the Buyer held by third parties as noncontrolling interests.

As a result of the SpringCastle Transaction, we have a 53.5% interest in and are the managing member of the Consumer Loan Companies. The Consumer Loan Companies were formed as joint ventures, designed by the members to share risks and rewards and provide each member with a certain level of participation in the overall management. The Consumer Loan Companies have demonstrated their ability to finance activities without additional subordinated financial support and were organized with substantive voting rights and the holders of the equity investment at risk, as a group, have the characteristics of a controlling financial interest. Therefore, we have determined that the Consumer Loan Companies are voting interest entities. As the holder of 53.5% of the voting equity and managing member, we have determined that we own a controlling financial interest and, as the third party investor does not possess substantive participating rights, we have consolidated the Consumer Loan Companies. We reflect the 46.5% membership interest held by the third party as a noncontrolling interest.

In May 2017, we securitized a pool of reperforming residential mortgage loans through certain subsidiaries (the “RPL Borrowers” - see Note 9 to our Consolidated Financial Statements). As a result of controlling an optional redemption feature in the securitization, although the loans were legally sold, solely for accounting purposes we determined that substantially all of the risks and rewards inherent in owning the loans had not been transferred through the securitization, and that it would not be treated as a sale under GAAP. Furthermore, we have determined that the RPL Borrowers are VIEs and that we are their primary beneficiary, and consolidate them, as a result of controlling the optional redemption feature and owning certain notes issued by the RPL Borrowers.

Income Taxes

We intend to operate in a manner that allows us to qualify for taxation as a REIT. As a result of our expected REIT qualification, we do not generally expect to pay U.S. federal or state and local corporate level taxes. Many of the REIT requirements, however, are highly technical and complex. If we were to fail to meet the REIT requirements, we would be subject to U.S. federal, state and local income and franchise taxes, and we would face a variety of adverse consequences. See “Risk Factors—Risks Related to Our Taxation as a REIT.” We have made certain investments, particularly our investments in MSRs and Servicer Advance Investments, through TRSs and are subject to regular corporate income taxes on these investments.

Recent Accounting Pronouncements

See Note 2 to our Consolidated Financial Statements.

Accounting Impact of Valuation Changes

New Residential’s assets fall into three general categories as disclosed in the table below. These categories are:

1) Marked to Market Assets (“MTM Assets”): Assets that are marked to market through the statement of income. Changes in the value of these assets (a) are recorded on the statement of income, as unrealized gains or losses that impact net income, and (b) impact our Total New Residential Stockholders’ Equity (net book value).
2) Other Comprehensive Income Assets (“OCI Assets”): Assets that are marked to market through the statement of comprehensive income. Changes in the value of these assets (a) are recorded on the statement of comprehensive income, as unrealized gains or losses, and therefore do not impact net income on the statement of income, and (b) impact our Total New Residential Stockholders’ Equity (net book value).
3) Cost Assets: Assets that are not marked to market. Changes in value of these assets do not impact net income on the statement of income nor do they impact our Total New Residential Stockholders’ Equity (net book value).

An exception to these descriptions results from changes in value that represent impairment. Any such change (a) is recorded on the statement of income, as impairment that impacts net income, and (b) impacts our Total New Residential Stockholders’ Equity (net book value). In the case of residential mortgage loans, held-for-sale, any reductions in value are considered impairment. Impairment on loans and REO is subject to reversal if values subsequently increase; impairment on securities is not subject to reversal.

All of New Residential's liabilities, with the exception of derivatives (which are marked to market through the statement of income), are recorded at their amortized cost basis.

MTM Assets	OCI Assets	Cost Assets
Excess MSRs	Real estate and other securities, available-for-sale	Residential mortgage loans, held-for-investment
Excess MSRs, equity method investees		Residential mortgage loans, held-for-sale
MSRs		Real estate owned (REO)
MSR Financing Receivables		Consumer loans, held-for-investment
Servicer Advance Investments		Consumer loans, equity method investees
Certain assets within Other Assets, primarily derivatives		Servicer advances receivable
		Trades receivable
		Deferred tax asset, net
		Other assets, except as described above

RESULTS OF OPERATIONS

The following tables summarize the changes in our results of operations from year-to-year (dollars in thousands). Our results of operations are not necessarily indicative of our future performance.

Comparison of Results of Operations for the years ended December 31, 2017 and 2016

	Year Ended December 31,		Increase (Decrease)	
	2017	2016	Amount	%
Interest income	$ 1,519,679	$ 1,076,735	$ 442,944	41.1 %
Interest expense	460,865	373,424	87,441	23.4 %
Net Interest Income	1,058,814	703,311	355,503	50.5 %
Impairment				
Other-than-temporary impairment (OTTI) on securities	10,334	10,264	70	0.7 %
Valuation and loss provision (reversal) on loans and real estate owned	75,758	77,716	(1,958)	(2.5)%
	86,092	87,980	(1,888)	(2.1)%
Net interest income after impairment	972,722	615,331	357,391	58.1 %
Servicing revenue, net	424,349	118,169	306,180	259.1 %
Other Income				
Change in fair value of investments in excess mortgage servicing rights	4,322	(7,297)	11,619	(159.2)%
Change in fair value of investments in excess mortgage servicing rights, equity method investees	12,617	16,526	(3,909)	(23.7)%
Change in fair value of investments in mortgage servicing rights financing receivables	66,394	—	66,394	100.0 %
Change in fair value of servicer advance investments	84,418	(7,768)	92,186	(1,186.7)%
Gain on consumer loans investment	—	9,943	(9,943)	(100.0)%
Gain on remeasurement of consumer loans investment	—	71,250	(71,250)	(100.0)%
Gain (loss) on settlement of investments, net	10,310	(48,800)	59,110	(121.1)%
Earnings from investments in consumer loans, equity method investees	25,617	—	25,617	100.0 %
Other income (loss), net	4,108	28,483	(24,375)	(85.6)%
	207,786	62,337	145,449	233.3 %
Operating Expenses				
General and administrative expenses	67,159	38,570	28,589	74.1 %
Management fee to affiliate	55,634	41,610	14,024	33.7 %
Incentive compensation to affiliate	81,373	42,197	39,176	92.8 %
Loan servicing expense	52,330	44,001	8,329	18.9 %
Subservicing expense	166,081	7,832	158,249	2,020.5 %
	422,577	174,210	248,367	142.6 %
Income (Loss) Before Income Taxes	1,182,280	621,627	560,653	90.2 %
Income tax expense (benefit)	167,628	38,911	128,717	330.8 %
Net Income (Loss)	$ 1,014,652	$ 582,716	$ 431,936	74.1 %
Noncontrolling Interests in Income (Loss) of Consolidated Subsidiaries	$ 57,119	$ 78,263	$ (21,144)	(27.0)%
Net Income (Loss) Attributable to Common Stockholders	$ 957,533	$ 504,453	$ 453,080	89.8 %

Interest Income

Interest income increased by $442.9 million primarily attributable to incremental interest income of (i) $165.8 million from an increase in the size of Real Estate Securities portfolio and accelerated accretion on Real Estate Securities owned in Non-Agency

RMBS trusts that were terminated upon the execution of calls, (ii) $161.8 million from Servicer Advance Investments, primarily due to a $204.1 million increase from HLSS Servicer Advance Investments driven by retrospective adjustments resulting from a change in cash flow assumptions, partially offset by faster prepayment speeds and a lower forward LIBOR curve as compared to prior projections, (iii) $78.7 million from Mortgage Servicing Rights Financing Receivables due to the PHH and Ocwen Transactions (Note 5 to our Consolidated Financial Statements), (iv) $53.8 million from the Residential Mortgage Loans portfolio due to the acquisition of loans through the execution of calls, and (v) $31.1 million from Consumer Loans acquired as a result of the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements) on March 31, 2016. The increase was partially offset by (vi) a $47.0 million decrease from Excess MSR investments attributable to a step up in prepayment rates relative to the prior year, and (vii) a $1.3 million decrease in interest income related to recoveries from certain GNMA EBO servicer advances.

Interest Expense

Interest expense increased by $87.4 million primarily attributable to increases of (i) $73.7 million of interest expense on repurchase agreements and financings on Real Estate Securities in which we made additional levered investments subsequent to December 31, 2016, (ii) $43.3 million of interest expense on MSRs and related servicer advances financing obtained subsequent to December 31, 2016, (iii) $25.8 million on Residential Mortgage Loans due to an increase in the underlying principal balance of the portfolio levered with repurchase agreements, and (iv) $16.9 million on debt collateralized by Excess MSRs issued subsequent to December 31, 2016. The increase was partially offset by (v) a $70.7 million decrease in interest on financings related to Servicer Advance Investments due to debt extinguishment and refinancing subsequent to December 31, 2016, and (vi) $1.6 million on Consumer Loans due to a decrease in the levered portfolio.

Other than Temporary Impairment (OTTI) on Securities

The other-than-temporary impairment on securities increased by $0.1 million primarily resulting from a decline in fair values on a greater portion of our Non-Agency RMBS, which we purchased with existing credit impairment, below their amortized cost basis as of December 31, 2017.

Valuation and Loss Provision (Reversal) on Loans and Real Estate Owned

The $2.0 million decrease in the valuation and loss provision (reversal) on loans and real estate owned resulted from (i) a $15.1 million decrease in impairment on Residential Mortgage Loans and REO due primarily to improved performance on certain non-performing loans and a reduction in impairment on REOs during the year ended December 31, 2017. The decrease was partially offset by (ii) a $9.3 million increase in consumer loan provision expense on loans recorded as a result of the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements) and certain newly originated consumer loans acquired subsequent to December 31, 2016, and (iii) a $3.8 million increase of reserve related to certain GNMA EBO servicer advances receivable.

Servicing Revenue, Net

The component of servicing revenue, net related to changes in valuation inputs and assumptions related to the following:

	Year Ended December 31,		Increase (Decrease)
	2017	2016	Amount
Changes in interest rates and prepayment rates	$ (38,848)	$ 120,602	$ (159,450)
Changes in discount rates	165,496	(1,767)	167,263
Changes in other factors	28,847	(15,156)	44,003
Total	$ 155,495	$ 103,679	$ 51,816

Servicing revenue, net increased $306.2 million during the year ended December 31, 2017 compared to the year ended December 31, 2016 as a result of MSR acquisitions by our servicer subsidiary, NRM, the majority of which closed subsequent to December 31, 2016 (Note 5 to our Consolidated Financial Statements). $51.8 million of the increase was related to changes in valuation inputs and assumptions, primarily driven by a decrease in discount rates, partially offset by faster prepayment speeds.

Change in Fair Value of Investments in Excess Mortgage Servicing Rights

Changes in the fair value of investments in Excess MSRs related to the following:

	Year Ended December 31,		Increase (Decrease)
	2017	2016	Amount
Changes in interest rates and prepayment rates	$ (41,410)	$ (2,080)	$ (39,330)
Changes in discount rates	41,526	—	41,526
Changes in other factors	4,206	(5,217)	9,423
Total	$ 4,322	$ (7,297)	$ 11,619

The increase in mark-to-market fair value adjustments during the year ended December 31, 2017 consisted primarily of an increase in value on the Excess MSR pools driven by a decrease in average discount rate on the portfolio, offset by an increase in projected prepayment speeds and faster actual prepayment rates throughout the year.

Change in Fair Value of Investments in Excess Mortgage Servicing Rights, Equity Method Investees

Changes in the fair value of investments in Excess MSRs, equity method investees related to the following:

	Year Ended December 31,		Increase (Decrease)
	2017	2016	Amount
Changes in interest rates and prepayment rates	$ (3,420)	$ 2,669	$ (6,089)
Changes in discount rates	4,840	—	4,840
Changes in other factors	11,197	13,857	(2,660)
Total	$ 12,617	$ 16,526	$ (3,909)

The decrease in positive mark-to-market adjustments during the year ended December 31, 2017 were mainly driven by interest income net of expenses recorded at the investee level and other market factors, which totaled $11.2 million during the year ended December 31, 2017, compared to $13.9 million during the year ended December 31, 2016.

Change in Fair Value of Investments in Mortgage Servicing Rights Financing Receivables

The component of changes in the fair value of investments in mortgage servicing rights financing receivables related to changes in valuation inputs and assumptions related to the following:

	Year Ended December 31,		Increase (Decrease)
	2017	2016	Amount
Changes in interest rates and prepayment rates	$ (259)	$ —	$ (259)
Changes in discount rates	115,840	—	115,840
Changes in other factors	(5,997)	—	(5,997)
Total	$ 109,584	$ —	$ 109,584

The change in fair value of investments in mortgage servicing rights financing receivables of $66.4 million during the year ended December 31, 2017 is due to the acquisition of mortgage servicing rights financing receivables as a result of the PHH Transaction and Ocwen Transaction (Note 5 to our Consolidated Financial Statements), which are measured at fair value on a recurring basis. $109.6 million of the increase was related to changes in valuation inputs and assumptions, primarily discount rates, which was offset by $43.2 million of amortization of servicing rights.

Change in Fair Value of Servicer Advance Investments

Changes in the fair value of Servicer Advance Investments related to the following:

	Year Ended December 31,		Increase (Decrease)
	2017	2016	Amount
Changes in interest rates and prepayment rates	$ (16,109)	$ (23,806)	$ 7,697
Changes in discount rates	(128,336)	7,864	(136,200)
Changes in other factors	228,863	8,174	220,689
Total	$ 84,418	$ (7,768)	$ 92,186

The positive mark-to-market adjustments during the year ended December 31, 2017 were mainly driven by a change in valuation assumptions related to the HLSS portfolio. Primarily, we reduced our assumption related to the cost of subservicing in periods subsequent to the expiration of the related contract to reflect the current characteristics of, and market for, this investment. This change in assumption resulted in a positive mark-to-market adjustment of $193.8 million. Changes in valuation inputs and assumptions related to the Ocwen Transaction (Note 5 to our Consolidated Financial Statements) further increased the fair value by $41.5 million. The increase was partially offset by a negative mark-to-market adjustment of $128.3 million driven by a discount rate change related to the HLSS portfolio.

Gain on Consumer Loans Investment

The gain on consumer loans investment decreased $9.9 million during the year ended December 31, 2017 compared to the year ended December 31, 2016. This decrease was due to the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements) on March 31, 2016, triggering a change in accounting to income recognition based on the consolidated assets and liabilities rather than recognition of income based on the distributions in excess of basis for prior periods.

Gain on Remeasurement of Consumer Loans Investment

Gain on remeasurement of consumer loans investment of $71.3 million during the year ended December 31, 2016 represents the remeasurement of New Residential's previously held equity method investment in the Consumer Loan Companies as a result of obtaining a controlling financial interest through the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements).

Gain (Loss) on Settlement of Investments, Net

Loss on settlement of investments, net increased by $59.1 million, primarily related to (i) $48.1 million change in loss on sale of real estate securities to gain on sale of real estate securities, (ii) increased gain on sale of residential mortgage loans of $27.6 million, (iii) $11.3 million realized gain related to the Ocwen Transaction (Note 5 to our Consolidated Financial Statements), and (iv) decreased loss on extinguishment of debt and writeoff financing fees of $6.0 million. This increase was partially offset by (v) $13.9 million change in gain on sale of REO to loss on sale of REO, (vi) $11.7 million increase in loss on settlement of derivatives, and (vii) $8.4 million increase in loss on liquidated residential mortgage loans, during the year ended December 31, 2017 compared to the year ended December 31, 2016.

Earnings from Investments in Consumer Loans, Equity Method Investees

Earnings from investments in Consumer Loans, Equity Method Investees of $25.6 million during the year ended December 31, 2017 represents earnings generated by our 25% member interest in LoanCo and WarrantCo (Note 9 to our Consolidated Financial Statements).

Other Income (Loss), Net

Other income (loss), net decreased by $24.4 million, primarily attributable to (i) a $16.1 million increase in REO expense and servicer advance expenses, (ii) a $10.4 million decrease in Ocwen downgrade reimbursement income, (iii) a $8.0 million change in unrealized gain on derivative instruments to unrealized loss on derivative instruments, (iv) a $2.4 million decrease in gain on transfers of EBO and reverse mortgage loans to HUD claim receivables, and (v) a $1.4 million increase in reserve on collapse holdback during the year ended December 31, 2017 compared to the year ended December 31, 2016. This decrease was partially offset by (vi) a $5.3 million gain on Ocwen common stock, (vii) a $5.2 million change in unrealized loss on other ABS to unrealized

gain on other ABS, and (viii) an increased gain on transfer of loans to REO of $4.6 million during the year ended December 31, 2017 compared to the year ended December 31, 2016.

General and Administrative Expenses

General and administrative expenses increased by $28.6 million primarily attributable to (i) a $7.1 million increase in expenses related to newly acquired Residential Mortgage Loans, (ii) a $6.8 million increase in deal related expense, (iii) a $5.4 million increase in securitization fees, (iv) a $5.1 million increase in custodian expense and professional fees related to servicing compliance as a result of MSR acquisitions by our servicer subsidiary, NRM, the majority of which closed subsequent to December 31, 2016 (Note 5 to our Consolidated Financial Statements), (v) a $2.4 million increase in professional fees related to legal, and (vi) a $1.1 million increase in trustee fees during the year ended December 31, 2017.

Management Fee to Affiliate

Management fee to affiliate increased by $14.0 million as a result of increases to our gross equity subsequent to December 31, 2016.

Incentive Compensation to Affiliate

Incentive compensation to affiliate increased by $39.2 million due to an increase in our incentive compensation earnings measure resulting from the changes in the income and expense items described above, excluding any unrealized gains or losses from mark-to-market valuation changes on investments and debt during the year ended December 31, 2017 compared to the year ended December 31, 2016.

Loan Servicing Expense

Loan servicing expense increased by $8.3 million primarily attributable to (i) a $6.5 million increase of loan servicing expense on Consumer Loans, held for investment as a result of the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements), and (ii) a $2.1 million increase in servicing expense on the Residential Mortgage Loans, partially offset by (iii) a $0.3 million decrease in servicing expense on Real Estate Securities.

Subservicing Expense

Subservicing expense increased $158.2 million during the year ended December 31, 2017 compared to the year ended December 31, 2016 as a result of transactions that closed subsequent to December 31, 2016 within our servicer subsidiary, NRM (Note 5 to our Consolidated Financial Statements).

Income Tax Expense (Benefit)

Income tax expense (benefit) increased by $128.7 million primarily due to (i) the increase in the net deferred tax expense resulting from changes in assumptions impacting interest income and mark-to-market on Servicer Advance Investments and (ii) taxable income at NRM as a mortgage servicer subsequent to December 31, 2016.

Noncontrolling Interests in Income (Loss) of Consolidated Subsidiaries

Noncontrolling interests in income (loss) of consolidated subsidiaries decreased by $21.1 million primarily due to (i) a $28.9 million decrease in other's interest in the net income of the Buyer as a result of a decrease in ownership from 54.2% to 27.2%, as well as a net decrease in net interest income earned on the Buyer's levered assets and in the change in fair value of the Buyer's assets, during the year ended December 31, 2017, which was partially offset by (ii) an increase of $7.8 million from the consolidation of the Consumer Loan Companies as part of the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements).

Other Comprehensive Income. See "—Accumulated Other Comprehensive Income (Loss)" below.

Comparison of Results of Operations for the years ended December 31, 2016 and 2015

	Year Ended December 31,		Increase (Decrease)	
	2016	2015	Amount	%
Interest income	$ 1,076,735	$ 645,072	$ 431,663	66.9 %
Interest expense	373,424	274,013	99,411	36.3 %
Net Interest Income	703,311	371,059	332,252	89.5 %
Impairment				
Other-than-temporary impairment (OTTI) on securities	10,264	5,788	4,476	77.3 %
Valuation and loss provision (reversal) on loans and real estate owned	77,716	18,596	59,120	317.9 %
	87,980	24,384	63,596	260.8 %
Net interest income after impairment	615,331	346,675	268,656	77.5 %
Servicing revenue, net	118,169	—	118,169	— %
Other Income				
Change in fair value of investments in excess mortgage servicing rights	(7,297)	38,643	(45,940)	(118.9)%
Change in fair value of investments in excess mortgage servicing rights, equity method investees	16,526	31,160	(14,634)	(47.0)%
Change in fair value of servicer advance investments	(7,768)	(57,491)	49,723	(86.5)%
Gain on consumer loans investment	9,943	43,954	(34,011)	(77.4)%
Gain on remeasurement of consumer loans investment	71,250	—	71,250	— %
Gain (loss) on settlement of investments, net	(48,800)	(19,626)	(29,174)	148.6 %
Other income (loss), net	28,483	5,389	23,094	428.5 %
	62,337	42,029	20,308	48.3 %
Operating Expenses				
General and administrative expenses	38,570	61,862	(23,292)	(37.7)%
Management fee to affiliate	41,610	33,475	8,135	24.3 %
Incentive compensation to affiliate	42,197	16,017	26,180	163.5 %
Loan servicing expense	44,001	6,469	37,532	580.2 %
Subservicing expense	7,832	—	7,832	— %
	174,210	117,823	56,387	47.9 %
Income (Loss) Before Income Taxes	621,627	270,881	350,746	129.5 %
Income tax expense (benefit)	38,911	(11,001)	49,912	(453.7)%
Net Income (Loss)	$ 582,716	$ 281,882	$ 300,834	106.7 %
Noncontrolling Interests in Income (Loss) of Consolidated Subsidiaries	$ 78,263	$ 13,246	$ 65,017	490.8 %
Net Income (Loss) Attributable to Common Stockholders	$ 504,453	$ 268,636	$ 235,817	87.8 %

Interest Income

Interest income increased by $431.7 million primarily attributable to incremental interest income of (i) $232.7 million mainly from Consumer Loans acquired as a result of the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements) on March 31, 2016, (ii) $15.6 million from Excess MSR investments and $15.2 million from Servicer Advance Investments due to holding Excess MSR and Servicer Advance Investments acquired through the HLSS Acquisition on April 6, 2015 for a full year in 2016. Interest income further increased by (iii) $155.7 million largely due to an increase in the size of Real Estate Securities portfolio and accelerated accretion on Real Estate Securities owned in Non-Agency RMBS trusts that were terminated upon the exercise of call rights, and (iv) $13.1 million from Residential Mortgage Loans due to an increase in the underlying principal balance of the portfolio during the year ended December 31, 2016, specifically the Fannie Mae loan pool acquired in December 2015. The increase was partially offset by a $0.7 million decrease in interest income on Ginnie Mae EBO servicer advances funded by HLSS and accounted for as a financing transaction due to a decrease in the underlying balance of the portfolio during the year ended December 31, 2016.

Interest Expense

Interest expense increased by $99.4 million primarily attributable to increases of (i) $8.0 million of interest on financings related to servicer advances primarily acquired through the HLSS Acquisition on April 6, 2015, (ii) $52.8 million on the Consumer Loan segment including the securitization notes assumed as a result of the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements) on March 31, 2016, (iii) $31.1 million of interest on repurchase agreements and financings on Real Estate Securities in which we made additional levered investments subsequent to December 31, 2015, (iv) $4.2 million of interest expense on Residential Mortgage Loans due to an increase in the underlying principal balance of the levered portfolio, and (v) $7.5 million of interest on corporate loans secured by Excess MSRs as a result of a higher average outstanding debt balance during the year ended December 31, 2016. The increase was partially offset by a $4.2 million decrease in interest on corporate loans assumed as part of HLSS Acquisition and subsequently repaid in full in 2015.

Other than Temporary Impairment (OTTI) on Securities

The other-than-temporary impairment on securities increased by $4.5 million primarily resulting from a decline in fair values on a greater portion of our Non-Agency RMBS, which we purchased with existing credit impairment, below their amortized cost basis as of December 31, 2016.

Valuation and Loss Provision (Reversal) on Loans and Real Estate Owned

The $59.1 million increase in the valuation provision on residential mortgage loans, held-for-sale and real estate owned resulted from (i) consumer loan provision expense of $53.8 million on loans acquired as a result of the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements) on March 31, 2016 and certain newly originated consumer loans acquired during the second half of 2016 and (ii) an REO impairment increase of $10.2 million due primarily to a decline in home prices. This increase was partially offset by (iii) a decrease of $4.9 million of reserve related to certain GNMO EBO servicer advances receivable during the year ended December 31, 2016.

Servicing Revenue, Net

Servicing revenue, net increased $118.2 million during the year ended December 31, 2016 compared to the year ended December 31, 2015 as a result of MSR acquisitions by our servicer subsidiary, NRM, which closed in the fourth quarter of 2016 (Note 5 in our Consolidated Financial Statements).

Change in Fair Value of Investments in Excess Mortgage Servicing Rights

The change in fair value of investments in excess mortgage servicing rights decreased by $45.9 million during the year ended December 31, 2016 compared to the year ended December 31, 2015. This decrease relates to mark-to-market fair value decreases of $7.3 million during the year ended December 31, 2016, compared to fair value increases of $38.6 million during the year ended December 31, 2015. The mark-to-market fair value adjustments during the year ended December 31, 2016 consisted primarily of a decrease in value on the legacy Excess MSR pools which is driven by lower future projected recapture rates, amortization of the legacy assets, and faster actual prepayment rates throughout the year, offset by slower future projected prepayment rates.

Change in Fair Value of Investments in Excess Mortgage Servicing Rights, Equity Method Investees

The change in fair value of investments in excess mortgage servicing rights, equity method investees decreased by $14.6 million during the year ended December 31, 2016 compared to the year ended December 31, 2015. This decrease relates to mark-to-market fair value increases of $16.5 million during the year ended December 31, 2016, compared to fair value increases of $31.1 million during the year ended December 31, 2015. The mark-to-market fair value adjustments during the year ended December 31, 2016 consist primarily of slower future projected prepayment rates, offset by faster actual prepayment rates throughout the year. The mark-to-market adjustments during the year ended December 31, 2015 were driven by increased servicing fees and a cumulative positive adjustment resulting from changes to certain modeling assumptions. Additionally, two Excess MSR joint ventures were restructured into directly owned assets during the first quarter of the year ended December 31, 2015.

Change in Fair Value of Servicer Advance Investments

The change in fair value of Servicer Advance Investments decreased $49.7 million during the year ended December 31, 2016 compared to the year ended December 31, 2015. This decrease relates to asset mark-downs of $7.8 million during the year ended December 31, 2016 compared to mark-downs of $57.5 million during the year ended December 31, 2015. The net decrease in fair

value of Servicer Advance Investments for the year ended December 31, 2016 was due to the increases in discount rate assumptions partially offset by a higher forward LIBOR curve as compared to prior projections. The net decrease in fair value of Servicer Advance Investments for the year ended December 31, 2015 was primarily due to a lower performance fee adjustment related to HLSS servicer advances resulting from a lower forward LIBOR curve as compared to prior projections and increases in discount rate assumptions.

Gain on Consumer Loans Investment

The gain on consumer loans investment decreased $34.0 million during the year ended December 31, 2016 compared to the year ended December 31, 2015. This decrease was due to the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements) on March 31, 2016, triggering a change in accounting to income recognition based on the consolidated assets and liabilities rather than recognition of income based on the distributions in excess of basis for prior periods.

Gain on Remeasurement of Consumer Loans Investment

Gain on remeasurement of consumer loans investment of $71.3 million represents the remeasurement of New Residential's previously held equity method investment in the Consumer Loan Companies as a result of obtaining a controlling financial interest through the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements) on March 31, 2016.

Gain (Loss) on Settlement of Investments, Net

Loss on settlement of investments, net increased by $29.2 million, primarily related to (i) decreased gain on sale of residential mortgage loans of $23.0 million, as the first two quarters of 2015 included the sale of the majority of the existing portfolio, (ii) loss on sale of real estate securities of $27.5 million relative to a gain of $13.1 million in 2015, and (iii) increased other losses of $0.9 million driven by interest rate cap unwind and increased loss on extinguishment of debt as a result of servicer advance term note repayment and facility downsize. These amounts were partially offset by (iv) decreased loss on settlement of derivatives of $19.5 million, (v) increased gain on sale of REO of $15.4 million, and (vi) decreased loss on liquidated residential mortgage loans of $0.4 million, during the year ended December 31, 2016 compared to the year ended December 31, 2015.

Other Income (Loss), Net

Other income (loss), net increased by $23.1 million, primarily attributable to (i) a $9.3 million net increase in unrealized gains on interest rate swaps and interest rate caps, and a decrease in unrealized losses on TBAs, (ii) an increased gain on transfer of loans to REO of $16.3 million, and (iii) increased gain on transfer of loans to other assets of $3.6 million, partially offset by (iv) increased unrealized loss on other ABS of $3.2 million, (v) decreased gain on Excess MSR recapture agreements of $0.2 million, and (vi) $2.7 million decrease in other income during the year ended December 31, 2016 compared to the year ended December 31, 2015.

General and Administrative Expenses

General and administrative expenses decreased by $23.3 million primarily attributable to (i) $6.0 million and $1.4 million in retention bonus and severance, and payroll expenses, respectively, related to HLSS employees associated with our acquisition of HLSS on April 6, 2015, (ii) $11.0 million of acquisition-related legal deal expenses due to our acquisition of HLSS, and (iii) $9.1 million related to a settlement agreement with certain HSART Bondholders during the year ended December 31, 2015, partially offset by (iv) $3.0 million legal deal expenses related to the SpringCastle Transaction and transactions that closed in the fourth quarter within our servicer subsidiary, NRM, and (v) $1.7 million of expenses related to technology enhancements during the year ended December 31, 2016.

Management Fee to Affiliate

Management fee to affiliate increased by $8.1 million as a result of increases to our gross equity subsequent to December 31, 2015.

Incentive Compensation to Affiliate

Incentive compensation to affiliate increased by $26.2 million due to an increase in our incentive compensation earnings measure resulting from the changes in the income and expense items described above, excluding any unrealized gains or losses from mark-to-market valuation changes on investments and debt during the year ended December 31, 2016 compared to the year ended December 31, 2015.

Loan Servicing Expense

Loan servicing expense increased by $37.5 million primarily attributable to (i) $34.8 million of loan servicing expense on Consumer Loans, held for investment as a result of the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements) on March 31, 2016, and (ii) a $2.5 million increase in servicing expense on the Residential Mortgage Loans and Real Estate Securities due to a larger average portfolio during the year ended December 31, 2016 compared to the year ended December 31, 2015.

Subservicing Expense

Subservicing expense increased $7.8 million during the year ended December 31, 2016 compared to the year ended December 31, 2015 as a result of transactions that closed in the fourth quarter within our servicer subsidiary, NRM (Note 5 in our Consolidated Financial Statements).

Income Tax Expense (Benefit)

Income tax expense (benefit) increased by $49.9 million, from $11.0 million of income tax benefit for the year ended December 31, 2015 to $38.9 million of income tax expense for the year ended December 31, 2016, relating to certain of our taxable subsidiaries. This change is primarily due to the increase in net income attributable to our taxable subsidiaries by $109.6 million from the year ended December 31, 2015.

Noncontrolling Interests in Income (Loss) of Consolidated Subsidiaries

Noncontrolling interests in income (loss) of consolidated subsidiaries increased by $65.0 million primarily due to (i) $38.1 million from the consolidation of the Consumer Loan Companies as part of the SpringCastle Transaction (Note 9 to our Consolidated Financial Statements) during the year ended December 31, 2016, which are 46.5% owned by third parties, (ii) $21.8 million from a net decrease in the change in fair value of the Buyer's assets and a decrease in interest expense, partially offset by a net decrease in interest income earned on the Buyer's levered assets, and (iii) $5.1 million from HLSS shareholders' interests in the net loss of HLSS Ltd during the year ended December 31, 2015.

LIQUIDITY AND CAPITAL RESOURCES

Liquidity is a measurement of our ability to meet potential cash requirements, including ongoing commitments to repay borrowings, fund and maintain investments, and other general business needs. Additionally, to maintain our status as a REIT under the Internal Revenue Code, we must distribute annually at least 90% of our REIT taxable income. We note that a portion of this requirement may be able to be met in future years through stock dividends, rather than cash, subject to limitations based on the value of our stock.

Our primary sources of funds for liquidity generally consist of cash provided by operating activities (primarily income from our investments in Excess MSRs, MSRs, Servicer Advance Investments, RMBS and loans), sales of and repayments from our investments, potential debt financing sources, including securitizations, and the issuance of equity securities, when feasible and appropriate. Our ability to utilize funds generated by the MSRs held in our servicer subsidiary, NRM, is subject to regulatory requirements regarding NRM's liquidity. As of December 31, 2017, approximately $104.5 million of our cash and cash equivalents was held at NRM, of which $20.0 million was in excess of regulatory liquidity requirements and available for deployment. Our primary uses of funds are the payment of interest, management fees, incentive compensation, servicing and subservicing expenses, outstanding commitments (including margins) and other operating expenses, and the repayment of borrowings and hedge obligations, as well as dividends. Although we have other sources of liquidity, such as sales of and repayments from our investments, potential debt financing sources and the issuance of equity securities, there can be no assurance that we will generate sufficient cash or achieve investment results that will allow us to make a specified level of cash distributions or year-to-year increases in cash distributions in the future. We have also committed to purchase certain future servicer advances. Currently, we expect that net recoveries of servicer advances will exceed net fundings for the foreseeable future. However, in the event of a significant economic downturn, net fundings could exceed net recoveries, which could have a materially adverse impact on our liquidity and could also result in additional expenses, primarily interest expense on any related financings of incremental advances.

Currently, our primary sources of financing are notes and bonds payable and repurchase agreements, although we have in the past and may in the future also pursue one or more other sources of financing such as securitizations and other secured and unsecured forms of borrowing. As of December 31, 2017, we had outstanding repurchase agreements with an aggregate face amount of approximately $8.7 billion to finance our investments. The financing of our entire RMBS portfolio, which generally has 30 to 90 day terms, is subject to margin calls. Under repurchase agreements, we sell a security to a counterparty and concurrently agree to repurchase the same security at a later date for a higher specified price. The sale price represents financing proceeds and the

difference between the sale and repurchase prices represents interest on the financing. The price at which the security is sold generally represents the market value of the security less a discount or "haircut," which can range broadly, for example from 4%-5% for Agency RMBS, 0%-1% for treasury securities, 10%-60% for Non-Agency RMBS, and 3%-30% for residential mortgage loans. During the term of the repurchase agreement, the counterparty holds the security as collateral. If the agreement is subject to margin calls, the counterparty monitors and calculates what it estimates to be the value of the collateral during the term of the agreement. If this value declines by more than a de minimis threshold, the counterparty could require us to post additional collateral (or "margin") in order to maintain the initial haircut on the collateral. This margin is typically required to be posted in the form of cash and cash equivalents. Furthermore, we may, from time to time, be a party to derivative agreements or financing arrangements that may be subject to margin calls based on the value of such instruments. In addition, $1.6 billion face amount of our MSR and Excess MSR financing is subject to mandatory monthly repayment to the extent that the outstanding balance exceeds the market value (as defined in the related agreement) of the financed asset multiplied by the contractual maximum loan-to-value ratio. We seek to maintain adequate cash reserves and other sources of available liquidity to meet any margin calls or related requirements resulting from decreases in value related to a reasonably possible (in our opinion) change in interest rates.

Our ability to obtain borrowings and to raise future equity capital is dependent on our ability to access borrowings and the capital markets on attractive terms. We continually monitor market conditions for financing opportunities and at any given time may be entering or pursuing one or more of the transactions described above. Our Manager's senior management team has extensive long-term relationships with investment banks, brokerage firms and commercial banks, which we believe will enhance our ability to source and finance asset acquisitions on attractive terms and access borrowings and the capital markets at attractive levels.

With respect to the next 12 months, we expect that our cash on hand combined with our cash flow provided by operations and our ability to roll our repurchase agreements and servicer advance financings will be sufficient to satisfy our anticipated liquidity needs with respect to our current investment portfolio, including related financings, potential margin calls and operating expenses. Our ability to roll over short-term borrowings is critical to our liquidity outlook. While it is inherently more difficult to forecast beyond the next 12 months, we currently expect to meet our long-term liquidity requirements through our cash on hand and, if needed, additional borrowings, proceeds received from repurchase agreements and other financings, proceeds from equity offerings and the liquidation or refinancing of our assets.

These short-term and long-term expectations are forward-looking and subject to a number of uncertainties and assumptions, including those described under "—Market Considerations" as well as "Risk Factors." If our assumptions about our liquidity prove to be incorrect, we could be subject to a shortfall in liquidity in the future, and such a shortfall may occur rapidly and with little or no notice, which could limit our ability to address the shortfall on a timely basis and could have a material adverse effect on our business.

Our cash flow provided by operations differs from our net income due to these primary factors: (i) the difference between (a) accretion and amortization and unrealized gains and losses recorded with respect to our investments and (b) cash received therefrom, (ii) unrealized gains and losses on our derivatives, and recorded impairments, if any, (iii) deferred taxes, and (iv) principal cash flows related to held-for-sale loans, which are characterized as operating cash flows under GAAP.

In addition to the information referenced above, the following factors could affect our liquidity, access to capital resources and our capital obligations. As such, if their outcomes do not fall within our expectations, changes in these factors could negatively affect our liquidity.

- *Access to Financing from Counterparties* – Decisions by investors, counterparties and lenders to enter into transactions with us will depend upon a number of factors, such as our historical and projected financial performance, compliance with the terms of our current credit arrangements, industry and market trends, the availability of capital and our investors', counterparties' and lenders' policies and rates applicable thereto, and the relative attractiveness of alternative investment or lending opportunities. Our business strategy is dependent upon our ability to finance certain of our investments at rates that provide a positive net spread.
- *Impact of Expected Repayment or Forecasted Sale on Cash Flows* – The timing of and proceeds from the repayment or sale of certain investments may be different than expected or may not occur as expected. Proceeds from sales of assets are unpredictable and may vary materially from their estimated fair value and their carrying value. Further, the availability of investments that provide similar returns to those repaid or sold investments is unpredictable and returns on new investments may vary materially from those on existing investments.

Debt Obligations

The following table presents certain information regarding our debt obligations (dollars in thousands):

	December 31, 2017								
						Collateral			
Debt Obligations/Collateral	Outstanding Face Amount	Carrying Value[A]	Final Stated Maturity[B]	Weighted Average Funding Cost	Weighted Average Life (Years)	Outstanding Face	Amortized Cost Basis	Carrying Value	Weighted Average Life (Years)
Repurchase Agreements[C]									
Agency RMBS[D]	$ 1,974,164	$ 1,974,164	Jan-18	1.37%	0.1	$ 1,951,238	$ 2,014,038	$ 1,997,348	3.7
Non-Agency RMBS[E]	4,720,290	4,720,290	Jan-18 to Mar-18	2.90%	0.1	11,899,935	5,467,187	5,839,524	7.7
Residential Mortgage Loans[F]	1,850,515	1,849,004	Feb-18 to Dec-19	3.73%	0.9	2,364,874	2,165,584	2,135,698	4.3
Real Estate Owned[G] [H]	118,778	118,681	Feb-18 to Dec-19	3.70%	0.8	N/A	N/A	142,404	N/A
Total Repurchase Agreements	8,663,747	8,662,139		2.74%	0.3				
Notes and Bonds Payable									
Excess MSRs[I]	484,199	483,978	Jun-19 to Jul-22	5.31%	2.8	264,504,619	1,107,042	1,328,008	6.1
MSRs[J]	1,158,085	1,157,179	Feb-18 to Dec-22	5.44%	2.2	221,952,565	1,904,987	2,211,710	6.2
Servicer Advances[K]	4,066,567	4,060,156	Mar-18 to Dec-21	3.26%	2.0	4,255,047	4,596,042	4,699,418	4.5
Residential Mortgage Loans[L]	137,196	137,196	Oct-18 to Apr-20	3.61%	2.3	229,522	179,812	179,812	8.0
Consumer Loans[M]	1,248,050	1,242,756	Dec-21 to Mar-24	3.36%	3.1	1,377,625	1,380,202	1,374,097	3.5
Receivable from government agency[L]	3,126	3,126	Oct-18	3.90%	0.8	N/A	N/A	2,782	N/A
Total Notes and Bonds Payable	7,097,223	7,084,391		3.78%	2.3				
Total/Weighted Average	$ 15,760,970	$ 15,746,530		3.21%	1.2				

(A) Net of deferred financing costs.

(B) All debt obligations with a stated maturity through February 13, 2018 were refinanced, extended or repaid.

(C) These repurchase agreements had approximately $16.9 million of associated accrued interest payable as of December 31, 2017.

(D) All of the Agency RMBS repurchase agreements have a fixed rate. Collateral amounts include approximately $1.0 billion of related trade and other receivables and $0.9 billion of treasury securities.

(E) All of the Non-Agency RMBS repurchase agreements have LIBOR-based floating interest rates. This includes repurchase agreements of $160.2 million on retained servicer advance and consumer loan bonds.

(F) All of these repurchase agreements have LIBOR-based floating interest rates.

(G) All of these repurchase agreements have LIBOR-based floating interest rates.

(H) Includes financing collateralized by receivables including claims from FHA on Ginnie Mae EBO loans for which foreclosure has been completed and for which we have made or intend to make a claim on the FHA guarantee.

(I) Includes $204.2 million of corporate loans which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 3.75%, and includes $280.0 million of corporate loans which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 3.75%. The outstanding face amount of the collateral represents the UPB of the residential mortgage loans underlying the interests in MSRs that secure these notes.

(J) Includes: $290.0 million of MSR notes which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 4.25%, $232.9 million of MSR notes which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 3.75%, $74.0 million of MSR notes which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 3.50%; $487.2 million of MSR notes which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 4.00%; and $74.0 million of MSR notes which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 3.13%. The outstanding face amount of the collateral represents the UPB of the residential mortgage loans underlying the MSRs and mortgage servicing rights financing receivables that secure these notes.

(K) $3.5 billion face amount of the notes have a fixed rate while the remaining notes bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR or a cost of funds rate, as applicable, and (ii) a margin ranging from 1.5% to 2.4%. Collateral includes Servicer Advance Investments, as well as servicer advances receivable related to the mortgage servicing rights and mortgage servicing rights financing receivables owned by NRM.

(L) Represents: (i) a $10.3 million note payable to Nationstar that bears interest equal to one-month LIBOR plus 2.88% and (ii) $130.0 million of asset-backed notes held by third parties which bear interest equal to 3.60%.

(M) Includes the SpringCastle debt, which is comprised of the following classes of asset-backed notes held by third parties: $927.0 million UPB of Class A notes with a coupon of 3.05% and a stated maturity date in November 2023; $210.8 million UPB of Class B notes with a coupon of 4.10% and a stated maturity date in March 2024; $18.3 million UPB of Class C-1 notes with a coupon of 5.63% and a stated maturity date in March 2024; $18.3 million UPB of Class C-2 notes with a coupon of 5.63% and a stated maturity date in March 2024. Also includes a $73.6 million face amount note collateralized by newly originated consumer loans which bears interest equal to 4.00%.

Certain of the debt obligations included above are obligations of our consolidated subsidiaries, which own the related collateral. In some cases, such collateral is not available to other creditors of ours.

We have margin exposure on $8.7 billion of repurchase agreements. To the extent that the value of the collateral underlying these repurchase agreements declines, we may be required to post margin, which could significantly impact our liquidity.

The following table provides additional information regarding our short-term borrowings (dollars in thousands):

		Year Ended December 31, 2017		
	Outstanding Balance at December 31, 2017	Average Daily Amount Outstanding[A]	Maximum Amount Outstanding	Weighted Average Daily Interest Rate
Repurchase Agreements				
Agency RMBS	$ 1,974,164	$ 2,074,376	$ 2,727,309	1.12%
Non-Agency RMBS	4,720,290	3,886,420	4,738,144	2.67%
Residential mortgage loans	1,601,593	1,145,357	1,979,070	3.66%
Real estate owned	116,902	88,428	163,264	3.62%
Consumer loans	—	—	—	—%
Notes and Bonds Payable				
Excess MSRs	—	217,114	220,000	5.84%
MSRs	596,898	484,161	596,898	5.16%
Servicer advances	1,160,873	365,030	1,244,107	3.00%
Residential mortgage loans	7,173	7,725	8,819	3.88%
Real estate owned	3,126	2,758	3,237	3.90%
Total/Weighted Average	$ 10,181,019	$ 8,271,369		2.72%

(A) Represents the average for the period the debt was outstanding.

	Average Daily Amount Outstanding[A]			
	Three Months Ended			
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017
Repurchase Agreements				
Agency RMBS	$ 1,905,559	$ 2,531,373	$ 1,961,597	$ 1,900,271
Non-Agency RMBS	2,891,179	3,713,734	4,319,758	4,584,859
Residential mortgage loans	785,283	1,020,082	1,170,488	1,596,385
Real estate owned	92,169	83,235	75,870	102,464
Consumer loans	—	—	—	—

	Average Daily Amount Outstanding[A]			
	Three Months Ended			
	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016
Repurchase Agreements				
Agency RMBS	$ 1,637,506	$ 1,650,738	$ 1,636,200	$ 1,530,739
Non-Agency RMBS	1,369,703	1,959,069	2,259,505	2,653,867
Residential mortgage loans	889,834	672,344	692,282	578,532
Real estate owned	87,270	99,796	102,896	60,494
Consumer loans	34,569	35,609	22,153	30,565

(A) Represents the average for the period the debt was outstanding.

For additional information on our debt activities, see Note 11 to our Consolidated Financial Statements.

Repurchase Agreements

New Residential has outstanding repurchase agreements with terms that generally conform to the terms of the standard master repurchase agreement published by the Securities Industry and Financial Markets Association as to repayment, margin requirements and segregation of all securities sold under any repurchase transactions. In addition, each counterparty typically requires additional terms and conditions to the standard master repurchase agreement, including changes to the margin maintenance requirements, required haircuts, purchase price maintenance requirements, requirements that all controversies related to the repurchase agreement be litigated in a particular jurisdiction and cross default provisions. These provisions may differ by counterparty and are not determined until New Residential engages in a specific repurchase transaction.

Servicer Advance Notes Payable (the "Servicer Advance Notes")

Following their revolving period, principal will be paid on the Servicer Advance Notes to the extent of available funds and in accordance with the priorities of payments set forth in the related transaction documents. The following table sets forth information regarding these revolving periods as of December 31, 2017 (dollars in thousands):

Servicer Advance Note Amount	Revolving Period Ends[A]
$ 353,383	March 2018
61,072	May 2018
746,418	November 2018
249,141	January 2019
94,442	March 2019
259,846	June 2019
750,000	October 2019
38,565	November 2019
376,246	December 2020
374,207	February 2021
400,000	October 2021
363,247	December 2021
$ 4,066,567	

(A) On the earlier of this date or the occurrence of an early amortization event or a target amortization event.

Upon the occurrence of an early amortization event or a target amortization event, there is either an interest rate increase on the Servicer Advance Notes, a rapid amortization of the Servicer Advance Notes or an acceleration of principal repayment, or all of the foregoing.

The early amortization and target amortization events under the Servicer Advance Notes include: (i) the occurrence of an event of default under the transaction documents, (ii) failure to satisfy an interest coverage test, (iii) the occurrence of any servicer default

or termination event for pooling and servicing agreements representing 15% or more (by mortgage loan balance as of the date of termination) of all the pooling and servicing agreements related to the purchased basic fee subject to certain exceptions; (iv) failure to satisfy a collateral performance test measuring the ratio of collected advance reimbursements to the balance of advances; (v) for certain Servicer Advance Notes, failure to satisfy minimum tangible net worth requirements for the applicable servicer, the Buyer or New Residential; (vi) for certain Servicer Advance Notes, failure to satisfy minimum liquidity requirements for the applicable servicer and the Buyer, (vii) for certain Servicer Advance Notes, failure to satisfy leverage tests for the applicable servicer, the Buyer or New Residential; (viii) for certain Servicer Advance Notes, a change of control of the Buyer or New Residential; (ix) for certain Servicer Advance Notes, a change of control of the applicable servicer, (x) for certain Servicer Advance Notes, the failure of the applicable servicer to maintain minimum servicer ratings, (xi) for certain Servicer Advance Notes, certain judgments against the Buyer or certain other subsidiaries of New Residential in excess of certain thresholds; (xii) for certain Servicer Advance Notes, payment default under, or an acceleration of, other debt of the Buyer or certain other subsidiaries of New Residential; (xiii) failure to deliver certain reports; and (xiv) material breaches of any of the transaction documents.

The definitive documents related to the Servicer Advance Notes contain customary representations and warranties, as well as affirmative and negative covenants. Affirmative covenants include, among others, reporting requirements, provision of notices of material events, maintenance of existence, maintenance of books and records, compliance with laws, compliance with covenants under the designated servicing agreements and maintaining certain servicing standards with respect to the advances and the related mortgage loans. Negative covenants include, among others, limitations on amendments to the designated servicing agreements and limitations on amendments to the procedures and methodology for repaying the advances or determining that advances have become non-recoverable.

The definitive documents related to the Servicer Advance Notes also contain customary events of default, including, among others, (i) non-payment of principal, interest or other amounts when due, (ii) insolvency of the applicable servicer, the Buyer, or certain other related subsidiaries of New Residential; (iii) the applicable issuer becoming subject to registration as an “investment company” within the meaning of the 1940 Act; (iv) the applicable servicer or New Residential subsidiary fails to comply with the deposit and remittance requirements set forth in any pooling and servicing agreement or such definitive documents; and (v) the related servicer’s failure to make an indemnity payment after giving effect to any applicable grace period. Upon the occurrence and during the continuance of an event of default under any facility, the requisite percentage of the related noteholders may declare the Servicer Advance Notes and all other obligations of the applicable issuer immediately due and payable and may terminate the commitments. A bankruptcy event of default causes such obligations automatically to become immediately due and payable and the commitments automatically to terminate.

Certain of the Servicer Advance Notes accrue interest based on a floating rate of interest. Servicer advances and deferred servicing fees are non-interest bearing assets. The interest obligations in respect of certain of the Servicer Advance Notes are not supported by any interest rate hedging instrument or arrangement. If the applicable index rate for purposes of determining the interest rates on the Servicer Advance Notes rises, there may not be sufficient collections on the servicer advances and deferred servicing fees and a target amortization event or an event of default could occur in respect of certain Servicer Advance Notes. This could result in a partial or total loss on our investment.

HLSS Servicer Advance Receivables Trust

On October 1, 2015, an event of default (the “Specified Default”) occurred under the indenture related to certain notes issued by HSART, a wholly-owned subsidiary of ours (Note 11 to our Consolidated Financial Statements). The Specified Default occurred as a result of (and solely as a result of) Ocwen’s master servicer rating downgrade to “Below Average”, announced by S&P on September 29, 2015. After giving effect to such downgrade, Ocwen ceased to be an “Eligible Subservicer” under the indenture causing the “Collateral Test” under the indenture to not be satisfied. The continuing failure of the Collateral Test as of close of business on October 1, 2015 resulted in the occurrence of the Specified Default. The Specified Default caused $2.5 billion of term notes issued by HSART to become immediately due and payable, without premium or penalty, as of the close of business on October 1, 2015, in accordance with the terms of HSART’s indenture.

We had previously secured approximately $4.0 billion of surplus servicer advance financing commitments from HSART’s lenders. HSART repaid all $2.5 billion of the term notes on October 2, 2015 in full with the proceeds of draws by HSART on variable funding notes previously issued by HSART. The holders of the variable funding notes issued by HSART previously agreed that the Specified Default would not be deemed an “event of default” under HSART’s indenture for purposes of their variable funding notes. After giving effect to the repayment of the term notes issued by HSART, the only outstanding notes issued by HSART are variable funding notes. No other material obligation of HSART arises, increases or accelerates as a result of the transactions described herein.

During the first three quarters of 2015, through their investment manager, certain bondholders (the "HSART Bondholders") alleged that events of default had occurred under HSART and that, as a result, the HSART Bondholders were due additional interest under the related agreements. In February 2015, in response to such allegations, instead of releasing such amounts to our subsidiary that sponsors the HSART transaction entitled thereto, the trustee of HSART began to withhold, monthly, such interest (the "Withheld Funds") so that such amounts were reserved in the event that it was determined that any of the alleged events of default had occurred. On August 28, 2015, the trustee commenced a legal proceeding requesting instruction from the court regarding the alleged defaults and the disposition of the Withheld Funds.

On October 2, 2015, as described above, the notes held by the HSART Bondholders were repaid in full. On October 14, 2015, the court ruled that no event of default had occurred under HSART, authorized the trustee to release the Withheld Funds and dismissed the legal proceeding. As a result of this ruling, $92.7 million was released from restricted cash accounts related to HSART and became available for unrestricted use by us.

On October 13, 2015, we entered into a settlement agreement in connection with which a subsidiary of ours was liable for a $9.1 million payment to certain HSART Bondholders, which was recorded within General and Administrative Expenses; this agreement did not impact other former or existing bondholders of HSART.

Consumer Loans

In October 2016, the Consumer Loan Companies refinanced their outstanding asset-backed notes with a new asset-backed securitization. The issuance consisted of $1.7 billion face amount of asset-backed notes comprised of six classes with maturity dates in November 2023 and March 2024, of which approximately $157.6 million face amount was retained by the Consumer Loan Companies and subsequently distributed to their members including New Residential. New Residential's $79.9 million portion of these bonds is not treated as outstanding debt in consolidation. In connection with the refinancing, the Consumer Loan Companies recorded approximately $4.7 million of loss on extinguishment of debt related to an unamortized discount.

SpringCastle Debt (the "SpringCastle Notes")

Principal will be paid on the SpringCastle Notes to the extent of available funds and in accordance with the priorities of payments set forth in the related securitization transaction documents. Prior to the occurrence of an event of default under such documents, payments of principal on the SpringCastle Notes are made in amounts necessary to maintain the prescribed relationship among the senior and subordinated notes balances relative to the principal balance of the underlying consumer loans, with any excess available funds flowing back to the co-issuers or as the co-issuers may direct. After the occurrence of an event of default, available funds are applied to pay the SpringCastle Notes sequentially in full before any distribution to the co-issuer or as the co-issuers may direct.

The definitive documents related to the SpringCastle Notes contain customary events of default, including, among others, (i) non-payment of principal, interest or other amounts when due, (ii) insolvency of any co-issuer; (iii) any co-issuer becoming subject to registration as an "investment company" within the meaning of the Investment Company Act of 1940; (iv) any co-issuer shall become taxable as an association, taxable mortgage pool or publicly traded partnership taxable as a corporation under the Internal Revenue Code; and (v) breaches of representations, warranties and covenants, subject to certain cure periods. Upon the occurrence and during the continuance of an event of default under any facility, the requisite percentage of the related noteholders may declare the SpringCastle Notes and all other obligations of the co-issuers immediately due and payable. A bankruptcy event of default causes such obligations automatically to become immediately due and payable and the commitments automatically to terminate.

The definitive documents related to the SpringCastle Notes contain customary representations and warranties, as well as covenants. Covenants include, among others, reporting requirements, provision of notices of material events, maintenance of existence, maintenance of books and records and compliance with laws.

Both the SpringCastle Notes and the underlying consumer loans accrue interest at fixed rates.

NRZ Excess Spread-Collateralized Notes (the "Excess Spread Notes")

Principal will be paid on the Excess Spread Notes in accordance with the priorities of payments set forth in the related transaction documents. The following table sets forth information regarding the note amounts for the Excess Spread Notes as of December 31, 2017 (in thousands):

Transaction	Outstanding Note Amount	Maturity Date
PLS1	$ 280,000	June 2019[(A)]
Agency MSRs Loan	204,199	July 2022[(B)]
	$ 484,199	

(A) The PLS1 Excess Spread Notes may be paid off on any payment date occurring on or after December 2017 upon 180 days written notice from the Borrowers or Noteholders.

(B) The Agency MSRs Loan has a loan repayment date of July 11, 2022.

At closing, the PLS1 Excess Spread Notes had a note amount of $126.2 million, but are subject to increase on any funding date upon 1 business days' notice and if there is sufficient collateral value to support such increase. The related MSR valuation agent may, at its sole discretion, recalculate the market value of the excess servicing fees and generate a market value report. If the collateral value (using the market value from the most recent market value report) multiplied by the advance rate is determined to be less than the note amount, the borrowers will be required to make a principal payment to the extent necessary to cure such imbalance. The borrowers are required to pay the outstanding principal balance of the PLS1 Excess Spread Notes on the maturity date set forth in the table above. Prior to the maturity date, upon the occurrence of an event of default, the PLS1 Excess Spread Notes become immediately due and payable. For the PLS1 Excess Spread Notes, New Residential Investment Corp. guarantees the payment of all amounts payable when due.

At closing, the Agency MSRs Loan, had a loan amount of $213.7 million. Beginning on the first monthly settlement date (August 25, 2017) following the anniversary of the funding date (July 11, 2017), the borrowers are required to pay any unpaid principal in equal parts on each remaining monthly payment date occurring prior to the loan repayment date (July 11, 2022). The lender shall have the right to determine the collateral value at any time in its sole good faith discretion. If, on any determination date, the outstanding aggregate loan amount exceeds the borrowing base, the borrowers shall, on the next monthly settlement date, repay the loan in an amount equal to the borrowing base deficiency. Prior to the loan repayment date, upon the occurrence of an event of default, the Agency MSRs Loan becomes immediately due and payable.

The definitive documents related to the Excess Spread Notes contain customary representations and warranties, as well as affirmative and negative covenants. Affirmative covenants include, among others, reporting requirements, provision of notices of material events, maintenance of existence, delivery of financial statements, use of proceeds, maintenance of deposit accounts, maintenance of books and records, compliance with laws, compliance with covenants in the transaction/facility documents, and financial covenants. Negative covenants include, among others, impairment on the value of the collateral, limitations on liens on the collateral, limitations on other indebtedness or business activity, and changes in state of organization without notice.

The definitive documents related to the Excess Spread Notes also contain customary events of default, including, among others, (i) non-payment of principal, interest or other amounts when due, (ii) material misrepresentations in the transaction/facility documents, (iii) failure to maintain a first priority security interest in the collateral, (iv) change of control, (v) insolvency, (vi) judgments, (vii) the failure of New Residential to be listed on the NYSE or have a public debt rating by at least one of S&P, Moody's or Fitch, (viii) the failure of the underlying servicer to be an approved servicer under the guidelines of the applicable agency and (ix) the failure of New Residential to maintain its status as a REIT or failure of certain specified financial tests or a servicer termination event trigger occurs. Upon the occurrence and during the continuance of an event of default under any facility, the noteholders may declare the Excess Spread Notes and all other obligations immediately due and payable and may terminate the commitments.

Maturities

Our debt obligations as of December 31, 2017, as summarized in Note 11 to our Consolidated Financial Statements, had contractual maturities as follows (in thousands):

Year	Nonrecourse[A]	Recourse[B]	Total
2018	$ 1,160,873	$ 9,020,147	$ 10,181,020
2019	1,391,994	530,794	1,922,788
2020	506,269	—	506,269
2021	1,211,100	—	1,211,100
2022	74,000	691,385	765,385
2023 and thereafter	1,174,408	—	1,174,408
	$ 5,518,644	$ 10,242,326	$ 15,760,970

(A) Includes repurchase agreements and notes and bonds payable of $0.0 million and $5,519.0 million, respectively.
(B) Includes repurchase agreements and notes and bonds payable of $8,664.0 million and $1,578.0 million, respectively.

The weighted average differences between the fair value of the assets and the face amount of available financing for the Agency RMBS repurchase agreements (including amounts related to Trades Receivable and Treasury securities) and Non-Agency RMBS repurchase agreements were 1.2% and 19.2%, respectively, and for Residential Mortgage Loans and Real Estate Owned were 13.4% and 16.6%, respectively, during the year ended December 31, 2017.

Borrowing Capacity

The following table represents our borrowing capacity as of December 31, 2017 (in thousands):

Debt Obligations/ Collateral	Borrowing Capacity	Balance Outstanding	Available Financing
Repurchase Agreements			
Residential mortgage loans and REO	$ 2,735,000	$ 1,969,293	$ 765,707
Notes and Bonds Payable			
Excess MSRs	750,000	280,000	470,000
MSRs	775,000	670,898	104,102
Servicer advances[A]	1,910,120	1,585,069	325,051
Consumer loans	150,000	73,646	76,354
	$ 6,320,120	$ 4,578,906	$ 1,741,214

(A) Our unused borrowing capacity is available to us if we have additional eligible collateral to pledge and meet other borrowing conditions as set forth in the applicable agreements, including any applicable advance rate. We pay a 0.02% fee on the unused borrowing capacity. Excludes borrowing capacity and outstanding debt for retained Non-Agency bonds collateralized by servicer advances with a current face amount of $93.5 million.

Covenants

Certain of the debt obligations are subject to customary loan covenants and event of default provisions, including event of default provisions triggered by certain specified declines in our equity or failure to maintain a specified tangible net worth, liquidity, or indebtedness to tangible net worth ratio. We were in compliance with all of our debt covenants as of December 31, 2017.

Stockholders' Equity

Common Stock

Our certificate of incorporation authorizes 2,000,000,000 shares of common stock, par value $0.01 per share, and 100,000,000 shares of preferred stock, par value $0.01 per share.

Approximately 2.4 million shares of our common stock were held by Fortress, through its affiliates, and its principals as of December 31, 2017.

In April 2015, we issued the New Residential Acquisition Common Stock in connection with the HLSS Acquisition (Note 1 to our Consolidated Financial Statements).

In addition, in April 2015, we issued 29,213,020 shares of our common stock in a public offering at a price to the public of $15.25 per share for net proceeds of approximately $436.1 million. One of our executive officers participated in this offering and purchased 250,000 shares at the public offering price. To compensate the Manager for its successful efforts in raising capital for us, in connection with this offering and the New Residential Acquisition Common Stock issued in the HLSS Acquisition, we granted options to the Manager relating to 5,750,000 shares of our common stock at a price of $15.25, which had a fair value of approximately $8.9 million as of the grant date. The assumptions used in valuing the options were: a 2.02% risk-free rate, a 6.71% dividend yield, 24.04% volatility and a 10-year term.

In June 2015, we issued 27.9 million shares of our common stock in a public offering at a price to the public of $15.88 per share for net proceeds of approximately $442.6 million. One of our executive officers participated in this offering and purchased 9,100 shares at the public offering price. To compensate the Manager for its successful efforts in raising capital for us, in connection with this offering, we granted options to the Manager relating to 2.8 million shares of our common stock at the public offering price, which had a fair value of approximately $3.7 million as of the grant date. The assumptions used in valuing the options were: a 2.61% risk-free rate, a 7.81% dividend yield, 23.73% volatility and a 10-year term. In addition, the Manager and its employees exercised an aggregate of 6.7 million options and were issued an aggregate of 3.6 million shares of our common stock in a cashless exercise, which were sold to third parties in a simultaneous secondary offering.

In August 2016, we issued 20.0 million shares of our common stock in a public offering at a price to the public of $14.20 per share for net proceeds of approximately $278.8 million. To compensate the Manager for its successful efforts in raising capital for us, in connection with this offering, we granted options to the Manager relating to 2.0 million shares of our common stock at the public offering price, which had a fair value of approximately $2.3 million as of the grant date. The assumptions used in valuing the options were: a 1.45% risk-free rate, a 11.80% dividend yield, 27.57% volatility and a 10-year term.

In February 2017, we issued 56.5 million shares of our common stock in a public offering at a price to the public of $15.00 per share for net proceeds of approximately $834.5 million. One of our executive officers participated in this offering and purchased 18,600 shares at the public offering price. To compensate the Manager for its successful efforts in raising capital for us, in connection with this offering, we granted options to the Manager relating to 5.7 million shares of our common stock at the public offering price, which had a fair value of approximately $8.1 million as of the grant date. The assumptions used in valuing the options were: a 2.38% risk-free rate, a 10.82% dividend yield, 28.64% volatility and a P10Y-year term.

In July 2015, a former employee of the Manager exercised 37,500 options with a weighted average exercise price of $7.19 and received 20,227 shares of our common stock. In August 2016, employees of the Manager exercised an aggregate of 1,100,497 options with a weighted average exercise price of $10.59 per share and received 280,111 shares of our common stock.

As of December 31, 2017, our outstanding options had a weighted average exercise price of $14.74. Our outstanding options as of December 31, 2017 were summarized as follows:

Held by the Manager	16,387,480
Issued to the Manager and subsequently transferred to certain of the Manager’s employees	2,108,708
Issued to the independent directors	6,000
Total	18,502,188

Accumulated Other Comprehensive Income (Loss)

During the year ended December 31, 2017, our accumulated other comprehensive income (loss) changed due to the following factors (in thousands):

	Total Accumulated Other Comprehensive Income
Accumulated other comprehensive income, December 31, 2016	$ 126,363
Net unrealized gain (loss) on securities	248,412
Reclassification of net realized (gain) loss on securities into earnings	(10,308)
Accumulated other comprehensive income, December 31, 2017	$ 364,467

Our GAAP equity changes as our real estate securities portfolio is marked to market each quarter, among other factors. The primary causes of mark to market changes are changes in interest rates and credit spreads. During the year ended December 31, 2017, we recorded unrealized gains on our real estate securities primarily caused by performance, liquidity and other factors related specifically to certain investments, coupled with a net tightening of credit spreads. We recorded OTTI charges of $10.3 million with respect to real estate securities and realized gains of $20.6 million on sales of real estate securities.

See "—Market Considerations" above for a further discussion of recent trends and events affecting our unrealized gains and losses as well as our liquidity.

Common Dividends

We are organized and intend to conduct our operations to qualify as a REIT for U.S. federal income tax purposes. We intend to make regular quarterly distributions to holders of our common stock. U.S. federal income tax law generally requires that a REIT distribute annually at least 90% of its REIT taxable income, without regard to the deduction for dividends paid and excluding net capital gains, and that it pay tax at regular corporate rates to the extent that it annually distributes less than 100% of its taxable income. We intend to make regular quarterly distributions of our taxable income to holders of our common stock out of assets legally available for this purpose, if and to the extent authorized by our board of directors. Before we pay any dividend, whether for U.S. federal income tax purposes or otherwise, we must first meet both our operating requirements and debt service on our repurchase agreements and other debt payable. If our cash available for distribution is less than our taxable income, we could be required to sell assets or raise capital to make cash distributions or we may make a portion of the required distribution in the form of a taxable stock distribution or distribution of debt securities.

We make distributions based on a number of factors, including an estimate of taxable earnings per common share. Dividends distributed and taxable and GAAP earnings will typically differ due to items such as fair value adjustments, differences in premium amortization and discount accretion, other differences in method of accounting, non-deductible general and administrative expenses, taxable income arising from certain modifications of debt instruments, and investments held in TRSs. Our quarterly dividend per share may be substantially different than our quarterly taxable earnings and GAAP earnings per share.

Common Dividends Declared for the Period Ended	Paid/Payable	Amount Per Share
March 31, 2015	April 2015	$ 0.38
June 30, 2015	July 2015	$ 0.45
September 30, 2015	October 2015	$ 0.46
December 31, 2015	January 2016	$ 0.46
March 31, 2016	April 2016	$ 0.46
June 30, 2016	July 2016	$ 0.46
September 30, 2016	October 2016	$ 0.46
December 31, 2016	January 2017	$ 0.46
March 31, 2017	April 2017	$ 0.48
June 30, 2017	July 2017	$ 0.50
September 30, 2017	October 2017	$ 0.50
December 31, 2017	January 2018	$ 0.50

Cash Flow

Operating Activities

2017 vs. 2016

Net cash flows provided by operating activities decreased approximately $1.5 billion for the year ended December 31, 2017 as compared to the year ended December 31, 2016. Operating cash inflows for the year ended December 31, 2017 primarily consisted of proceeds from sales and principal repayments of purchased residential mortgage loans, held-for-sale of $3.6 billion, servicing fees received of $424.2 million, collections on receivables and other assets of $46.0 million, net interest income received of $493.6 million, and distributions of earnings from equity method investees of $19.9 million. Operating cash outflows primarily consisted of purchases of residential mortgage loans, held-for-sale of $5.1 billion, net funding of servicer advances receivable of $30.7 million, incentive compensation and management fees paid to the Manager of $96.8 million, income taxes paid of $5.0 million, subservicing fees paid of $100.8 million and other outflows of approximately $134.8 million that primarily consisted of general and administrative costs and loan servicing fees.

2016 vs. 2015

Net cash flows provided by operating activities increased approximately $254.3 million for the year ended December 31, 2016 as compared to the year ended December 31, 2015. Operating cash flows for the year ended December 31, 2016 primarily consisted of proceeds from sales and principal repayments of purchased residential mortgage loans, held-for-sale of $1.2 billion, collections on receivables and other assets of $218.1 million, net interest income received of $492.7 million, distributions of earnings from equity method investees of $22.0 million, and distributions from equity method investees in excess of our basis of $9.9 million. Operating cash outflows primarily consisted of purchases of residential mortgage loans, held-for-sale of $1.2 billion, net funding of servicer advances receivable of $2.5 million, incentive compensation and management fees paid to the Manager of $60.6 million, income taxes paid of $1.1 million and other outflows of approximately $92.9 million that primarily consisted of general and administrative costs.

Investing Activities

Cash flows provided by (used in) investing activities were ($1.8 billion), ($182.6 million) and ($233.2 million) for the years ended December 31, 2017, 2016 and 2015, respectively. Investing activities consisted primarily of the acquisition of MSRs, Excess MSRs, real estate securities, and loans, and the funding of servicer advances, net of principal repayments from Servicer Advance Investments, MSRs, Excess MSRs, real estate securities and loans as well as proceeds from the sale of real estate securities, loans and REO, and derivative cash flows.

Financing Activities

Cash flows provided by (used in) financing activities were approximately $2.7 billion, ($269.2 million) and $28.9 million during the years ended December 31, 2017, 2016 and 2015, respectively. Financing activities consisted primarily of borrowings net of repayments under debt obligations, equity offerings, capital contributions net of distributions from noncontrolling interests in the equity of consolidated subsidiaries, and payment of dividends.

INTEREST RATE, CREDIT AND SPREAD RISK

We are subject to interest rate, credit and spread risk with respect to our investments. These risks are further described in “Quantitative and Qualitative Disclosures About Market Risk.”

OFF-BALANCE SHEET ARRANGEMENTS

We have material off-balance sheet arrangements related to our non-consolidated securitizations of residential mortgage loans treated as sales in which we retained certain interests. We believe that these off-balance sheet structures presented the most efficient and least expensive form of financing for these assets at the time they were entered, and represented the most common market-accepted method for financing such assets. Our exposure to credit losses related to these non-recourse, off-balance sheet financings is limited to $467.0 million. As of December 31, 2017, there was $4,837.3 million in total outstanding unpaid principal balance of residential mortgage loans underlying such securitization trusts that represent off-balance sheet financings.

As described in Note 9 to our Consolidated Financial Statements, we have a co-investment in a portfolio of consumer loans held through an entity ("LoanCo") which we account for under the equity method. LoanCo had outstanding debt of $117.9 million as of November 30, 2017. We have not guaranteed this debt.

We did not have any other off-balance sheet arrangements as of December 31, 2017. We did not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured investment vehicles, or special purpose or variable interest entities, established to facilitate off-balance sheet arrangements or other contractually narrow or limited purposes, other than the entities described above. Further, we have not guaranteed any obligations of unconsolidated entities or entered into any commitment and do not intend to provide additional funding to any such entities.

CONTRACTUAL OBLIGATIONS

As of December 31, 2017, we had the following material contractual obligations (payments in thousands):

Contract	Terms
Debt Obligations	
Repurchase Agreements	Described under Note 11 to our Consolidated Financial Statements.
Notes and Bonds Payable	Described under Note 11 to our Consolidated Financial Statements.
Other Contractual Obligations	
Management Agreement	For its services, our Manager is entitled to management fees, incentive fees, and reimbursement for certain expenses, as defined in, and in accordance with the terms of, the Management Agreement. Such terms are described in Note 15 to our Consolidated Financial Statements.
Interest Rate Swaps	Described under Note 10 to our Consolidated Financial Statements.

	Fixed and Determinable Payments Due by Period				
Contract	**2018**	**2019 - 2020**	**2021 - 2022**	**Thereafter**	**Total**
Debt Obligations					
Repurchase Agreements[(A)]	$ 10,268,942	$ 520,960	$ —	$ —	$ 10,789,902
Notes and Bonds Payable[(A)]	1,992,543	2,497,302	2,152,936	1,215,086	7,857,867
Other Contractual Obligations					
Management Agreement[(B)]	138,621	114,495	114,495	1,431,194	1,798,805
Total	$ 12,400,106	$ 3,132,757	$ 2,267,431	$ 2,646,280	$ 20,446,574

(A) Interest is included based on the expected LIBOR curve that existed at December 31, 2017 and the scheduled maturities of our debt obligations.
(B) Amounts reflect management fees and full expense reimbursements for the next 30 years, assuming no change in gross equity. Incentive fee is included for the amount currently outstanding as of December 31, 2017.

See Notes 14 and 18 to our Consolidated Financial Statements for information regarding commitments and material contracts entered into subsequent to December 31, 2017, if any. As described in Note 14, we have committed to purchase certain future servicer advances. The actual amount of future advances is subject to significant uncertainty. However, we currently expect that net recoveries of servicer advances will exceed net fundings for the foreseeable future. This expectation is based on judgments, estimates and assumptions, all of which are subject to significant uncertainty as further described in "—Application of Critical Accounting Policies—Servicer Advance Investments." In addition, the Consumer Loan Companies have invested in loans with an aggregate of $152.0 million of unfunded and available revolving credit privileges as of December 31, 2017. However, under the terms of these loans, requests for draws may be denied and unfunded availability may be terminated at management's discretion. As described in Note 5 to our Consolidated Financial Statements, we have entered into the Ocwen Transaction.

INFLATION

Virtually all of our assets and liabilities are financial in nature. As a result, interest rates and other factors affect our performance more so than inflation, although inflation rates can often have a meaningful influence over the direction of interest rates. Furthermore, our financial statements are prepared in accordance with GAAP and our distributions are determined by our board of directors primarily based on our taxable income, and, in each case, our activities and balance sheet are measured with reference to historical cost and/or fair market value without considering inflation. See "Quantitative and Qualitative Disclosures About Market Risk—Interest Rate Risk."

CORE EARNINGS

We have four primary variables that impact our operating performance: (i) the current yield earned on our investments, (ii) the interest expense under the debt incurred to finance our investments, (iii) our operating expenses and taxes and (iv) our realized and unrealized gains or losses, including any impairment, on our investments. "Core earnings" is a non-GAAP measure of our operating performance, excluding the fourth variable above and adjusts the earnings from the consumer loan investment to a level yield basis. Core earnings is used by management to evaluate our performance without taking into account: (i) realized and unrealized gains and losses, which although they represent a part of our recurring operations, are subject to significant variability and are generally limited to a potential indicator of future economic performance; (ii) incentive compensation paid to our Manager; (iii) non-capitalized transaction-related expenses; and (iv) deferred taxes, which are not representative of current operations.

Our definition of core earnings includes accretion on held-for-sale loans as if they continued to be held-for-investment. Although we intend to sell such loans, there is no guarantee that such loans will be sold or that they will be sold within any expected timeframe. During the period prior to sale, we continue to receive cash flows from such loans and believe that it is appropriate to record a yield thereon. In addition, our definition of core earnings excludes all deferred taxes, rather than just deferred taxes related to unrealized gains or losses, because we believe deferred taxes are not representative of current operations. Our definition of core earnings also limits accreted interest income on RMBS where we receive par upon the exercise of associated call rights based on the estimated value of the underlying collateral, net of related costs including advances. We created this limit in order to be able to accrete to the lower of par or the net value of the underlying collateral, in instances where the net value of the underlying

collateral is lower than par. We believe this amount represents the amount of accretion we would have expected to earn on such bonds had the call rights not been exercised.

Our investments in consumer loans are accounted for under ASC No. 310-20 and ASC No. 310-30, including certain non-performing consumer loans with revolving privileges that are explicitly excluded from being accounted for under ASC No. 310-30. Under ASC No. 310-20, the recognition of expected losses on these non-performing consumer loans is delayed in comparison to the level yield methodology under ASC No. 310-30, which recognizes income based on an expected cash flow model reflecting an investment's lifetime expected losses. The purpose of the Core Earnings adjustment to adjust consumer loans to a level yield is to present income recognition across the consumer loan portfolio in the manner in which it is economically earned, avoid potential delays in loss recognition, and align it with our overall portfolio of mortgage-related assets which generally record income on a level yield basis. With respect to consumer loans classified as held-for-sale, the level yield is computed through the expected sale date. With respect to the gains recorded under GAAP in 2014 and 2016 as a result of a refinancing of, and the consolidation of, the Consumer Loan Companies, respectively, we continue to record a level yield on those assets based on their original purchase price.

While incentive compensation paid to our Manager may be a material operating expense, we exclude it from core earnings because (i) from time to time, a component of the computation of this expense will relate to items (such as gains or losses) that are excluded from core earnings, and (ii) it is impractical to determine the portion of the expense related to core earnings and non-core earnings, and the type of earnings (loss) that created an excess (deficit) above or below, as applicable, the incentive compensation threshold. To illustrate why it is impractical to determine the portion of incentive compensation expense that should be allocated to core earnings, we note that, as an example, in a given period, we may have core earnings in excess of the incentive compensation threshold but incur losses (which are excluded from core earnings) that reduce total earnings below the incentive compensation threshold. In such case, we would either need to (a) allocate zero incentive compensation expense to core earnings, even though core earnings exceeded the incentive compensation threshold, or (b) assign a "pro forma" amount of incentive compensation expense to core earnings, even though no incentive compensation was actually incurred. We believe that neither of these allocation methodologies achieves a logical result. Accordingly, the exclusion of incentive compensation facilitates comparability between periods and avoids the distortion to our non-GAAP operating measure that would result from the inclusion of incentive compensation that relates to non-core earnings.

With regard to non-capitalized transaction-related expenses, management does not view these costs as part of our core operations, as they are considered by management to be similar to realized losses incurred at acquisition. Non-capitalized transaction-related expenses are generally legal and valuation service costs, as well as other professional service fees, incurred when we acquire certain investments, as well as costs associated with the acquisition and integration of acquired businesses. Non-capitalized transaction-related expenses for the year ended December 31, 2015 include a $9.1 million settlement which we agreed to pay in connection with HSART (Note 11 to our Consolidated Financial Statements). These costs are recorded as "General and administrative expenses" in our Consolidated Statements of Income. "Other (income) loss" set forth below excludes $14.5 million accrued during the year ended December 31, 2015 related to a reimbursement from Ocwen for certain increased costs resulting from further S&P servicer rating downgrades of Ocwen (Note 1 to our Consolidated Financial Statements).

Management believes that the adjustments to compute "core earnings" specified above allow investors and analysts to readily identify and track the operating performance of the assets that form the core of our activity, assist in comparing the core operating results between periods, and enable investors to evaluate our current core performance using the same measure that management uses to operate the business. Management also utilizes core earnings as a measure in its decision-making process relating to improvements to the underlying fundamental operations of our investments, as well as the allocation of resources between those investments, and management also relies on core earnings as an indicator of the results of such decisions. Core earnings excludes certain recurring items, such as gains and losses (including impairment as well as derivative activities) and non-capitalized transaction-related expenses, because they are not considered by management to be part of our core operations for the reasons described herein. As such, core earnings is not intended to reflect all of our activity and should be considered as only one of the factors used by management in assessing our performance, along with GAAP net income which is inclusive of all of our activities.

The primary differences between core earnings and the measure we use to calculate incentive compensation relate to (i) realized gains and losses (including impairments), (ii) non-capitalized transaction-related expenses and (iii) deferred taxes (other than those related to unrealized gains and losses). Each are excluded from core earnings and included in our incentive compensation measure (either immediately or through amortization). In addition, our incentive compensation measure does not include accretion on held-for-sale loans and the timing of recognition of income from consumer loans is different. Unlike core earnings, our incentive compensation measure is intended to reflect all realized results of operations. The Gain on Remeasurement of Consumer Loans Investment was treated as an unrealized gain for the purposes of calculating incentive compensation and was therefore excluded from such calculation.

Core earnings does not represent and should not be considered as a substitute for, or superior to, net income or as a substitute for, or superior to, cash flows from operating activities, each as determined in accordance with U.S. GAAP, and our calculation of this measure may not be comparable to similarly entitled measures reported by other companies. For a further description of the difference between cash flow provided by operations and net income, see "—Liquidity and Capital Resources" above. Set forth below is a reconciliation of core earnings to the most directly comparable GAAP financial measure (dollars in thousands):

	Year Ended December 31,		
	2017	**2016**	**2015**
Net income attributable to common stockholders	$ 957,533	$ 504,453	$ 268,636
Impairment	86,092	87,980	24,384
Other Income adjustments:			
Other Income			
Change in fair value of investments in excess mortgage servicing rights	(4,322)	7,297	(38,643)
Change in fair value of investments in excess mortgage servicing rights, equity method investees	(12,617)	(16,526)	(31,160)
Change in fair value of investments in mortgage servicing rights financing receivables	(109,584)	—	—
Change in fair value of servicer advance investments	(84,418)	7,768	57,491
Gain on consumer loans investment	—	(9,943)	(43,954)
Gain on remeasurement of consumer loans investment	—	(71,250)	—
(Gain) loss on settlement of investments, net	(10,310)	48,800	19,626
Unrealized (gain) loss on derivative instruments	2,190	(5,774)	3,538
Unrealized (gain) loss on other ABS	(2,883)	2,322	(879)
(Gain) loss on transfer of loans to REO	(22,938)	(18,356)	(2,065)
(Gain) loss on transfer of loans to other assets	(488)	(2,938)	690
Gain on Excess MSR recapture agreements	(2,384)	(2,802)	(2,999)
Gain (loss) on Ocwen common stock	(5,346)	—	—
Other (income) loss	27,741	9,437	5,529
Total Other Income Adjustments	(225,359)	(51,965)	(32,826)
Other Income and Impairment attributable to non-controlling interests	(30,416)	(26,303)	(22,102)
Change in fair value of investments in mortgage servicing rights	(155,495)	(103,679)	—
Non-capitalized transaction-related expenses	21,723	9,493	31,002
Incentive compensation to affiliate	81,373	42,197	16,017
Deferred taxes	168,518	34,846	(6,633)
Interest income on residential mortgage loans, held-for sale	13,623	18,356	22,484
Limit on RMBS discount accretion related to called deals	(28,652)	(30,233)	(9,129)
Adjust consumer loans to level yield	(41,250)	7,470	71,070
Core earnings of equity method investees:			
Excess mortgage servicing rights	13,691	18,206	25,853
Core Earnings	$ 861,381	$ 510,821	$ 388,756

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Market risk is the exposure to loss resulting from changes in interest rates, credit spreads, foreign currency exchange rates, commodity prices, equity prices and other market based risks. The primary market risks that we are exposed to are interest rate risk, prepayment rate risk, credit spread risk and credit risk. These risks are highly sensitive to many factors, including governmental monetary and tax policies, domestic and international economic and political considerations and other factors beyond our control. All of our market risk sensitive assets, liabilities and derivative positions (other than TBAs) are for non-trading purposes only. For a further discussion of how market risk may affect our financial position or results of operations, please refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations—Application of Critical Accounting Policies."

Interest Rate Risk

Changes in interest rates, including changes in expected interest rates or "yield curves," affect our investments in various ways, the most significant of which are discussed below.

Cash Flow Impact

Changes in interest rates affect our net interest income, which is the difference between the interest income earned on assets and the interest expense incurred in connection with our debt obligations and hedges.

We may use match funded structures, when appropriate and available. This means that we may seek to match the maturities of our debt obligations with the maturities of our assets to reduce the risk that we have to refinance our liabilities prior to the maturities of our assets, and to reduce the impact of changing interest rates on our earnings. In addition, we may seek to match fund interest rates on our assets with like-kind debt (i.e., fixed rate assets are financed with fixed rate debt and floating rate assets are financed with floating rate debt), directly or through the use of interest rate swaps, caps or other financial instruments (see below), or through a combination of these strategies, which we believe allows us to reduce the impact of changing interest rates on our earnings.

However, increases or decreases in interest rates can nonetheless reduce our net interest income to the extent that we are not completely match funded. Furthermore, a period of changing interest rates can negatively impact our return on certain floating rate investments. Although these investments may be financed with floating rate debt, the interest rate on the debt may reset prior or subsequent to, and in some cases more or less frequently than, the interest rate on the assets, causing a decrease in return on equity during a period of changing interest rates. See further disclosure regarding our Agency RMBS under "Management's Discussion and Analysis of Financial Condition and Results of Operations—Our Portfolio—Real Estate Securities—Agency RMBS" for information about certain reset terms and "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Debt Obligations" for information about related debt.

We are exposed to fluctuations in forward LIBOR rates across our portfolio. For our Servicer Advance Investments (including the basic fee component of the related MSRs), forward LIBOR rates have a direct impact on current period income recognition. Performance-based incentive fees paid to both Nationstar and Ocwen as part of our MSR purchase agreements are impacted by changes in LIBOR. Ocwen's performance-based incentive fee is reduced by a LIBOR-based factor if the advance ratio exceeds a predetermined level for that month. Shifts upward in projected LIBOR will increase any projected reduction in Ocwen's incentive fee, thus increasing our share of the servicing fee. Conversely, shifts downward in projected LIBOR will decrease the projected reduction in Ocwen's incentive fee, thus decreasing our share of the servicing fee. Nationstar's performance-based incentive fee is based on our target equity return. Changes in LIBOR may impact Nationstar's ability to reach our target return. Shifts downward in projected LIBOR will decrease our projected cost of borrowings thus decreasing the share of the servicing fee we need to receive in order to obtain our target return. Conversely, shifts upward in projected LIBOR will increase our projected cost of borrowings thus increasing the share of the servicing fee we need to receive in order to obtain our target return.

We have elected to record our Servicer Advance Investments, including the right to the basic fee component of the related MSRs, at fair value. Therefore, any changes to our projected payments to/from our related servicers can impact the estimated future cash flows used to value the investments and the unrealized gains/losses on the investment. Changes to estimated future cash flows will also impact interest income recognized in the current period. We may project net cash flow increases in connection with decreases in projected LIBOR as a result of estimated savings on our future cost of borrowings outweighing estimated reductions of future retained servicing fees. However, only the asset impact would be reflected in our current period income statement.

As of December 31, 2017, an immediate 50 basis point increase in short term interest rates, based on a shift in the yield curve, would decrease our cash flows by approximately $11.4 million in 2018, whereas a 50 basis point decrease in short term interest rates would increase our cash flows by approximately $13.7 million in 2018, based solely on our current net floating rate exposure and assuming a static portfolio of investments (including fixed rate repurchase agreements that mature within 60 days of Decem

ber 31, 2017 and assuming a LIBOR floor of 0.0%). As of December 31, 2016, an immediate 50 basis point increase in interest rates would have increased our cash flows over the next year by approximately $19.5 million, whereas an immediate 50 basis point decrease in interest rates would have increased our cash flows over the next year by approximately $15.2 million.

Other Impacts

Changes in the level of interest rates also affect the yields required by the marketplace on interest rate instruments. Increasing interest rates would decrease the value of the fixed rate assets we hold at the time because higher required yields result in lower prices on existing fixed rate assets in order to adjust their yield upward to meet the market.

Changes in unrealized gains or losses resulting from changes in market interest rates do not directly affect our cash flows, or our ability to pay a dividend, to the extent the related assets are expected to be held and continue to perform as expected, as their fair value is not relevant to their underlying cash flows. Changes in unrealized gains or losses would impact our ability to realize gains on existing investments if they were sold. Furthermore, with respect to changes in unrealized gains or losses on investments which are carried at fair value, changes in unrealized gains or losses would impact our net book value and, in certain cases, our net income.

Changes in interest rates can also have ancillary impacts on our investments. Generally, in a declining interest rate environment, residential mortgage loan prepayment rates increase which in turn would cause the value of MSRs, mortgage servicing rights financing receivables, Excess MSRs and the rights to the basic fee components of MSRs to decrease, because the duration of the cash flows we are entitled to receive becomes shortened, and the value of loans and Non-Agency RMBS to increase, because we generally acquired these investments at a discount whose recovery would be accelerated. With respect to a significant portion of our investments in MSRs and Excess MSRs, we have recapture agreements, as described in Notes 4 and 5 to our Consolidated Financial Statements. These recapture agreements help to protect these investments from the impact of increasing prepayment rates. In addition, to the extent that the loans underlying our investments in MSRs, mortgage servicing rights financing receivables, Excess MSRs and the rights to the basic fee components of MSRs are well-seasoned with credit-impaired borrowers who may have limited refinancing options, we believe the impact of interest rates on prepayments would be reduced. Conversely, in an increasing interest rate environment, prepayment rates decrease which in turn would cause the value of MSRs, mortgage servicing rights financing receivables, Excess MSRs and the rights to the basic fee components of MSRs to increase and the value of loans and Non-Agency RMBS to decrease. To the extent we do not hedge against changes in interest rates, our balance sheet, results of operations and cash flows would be susceptible to significant volatility due to changes in the fair value of, or cash flows from, our investments as interest rates change. However, rising interest rates could result from more robust market conditions, which could reduce the credit risk associated with our investments. The effects of such a decrease in values on our financial position, results of operations and liquidity are discussed below under “—Prepayment Rate Exposure.”

Changes in the value of our assets could affect our ability to borrow and access capital. Also, if the value of our assets subject to short term financing were to decline, it could cause us to fund margin, or repay debt, and affect our ability to refinance such assets upon the maturity of the related financings, adversely impacting our rate of return on such investments.

We are subject to margin calls on our repurchase agreements. Furthermore, we may, from time to time, be a party to derivative agreements or financing arrangements that are subject to margin calls, or mandatory repayment, based on the value of such instruments. We seek to maintain adequate cash reserves and other sources of available liquidity to meet any margin calls, or required repayments, resulting from decreases in value related to a reasonably possible (in our opinion) change in interest rates but there can be no assurance that our cash reserves will be sufficient.

In addition, changes in interest rates may impact our ability to exercise our call rights and to realize or maximize potential profits from them. A significant portion of the residential mortgage loans underlying our call rights bear fixed rates and may decline in value during a period of rising market interest rates. Furthermore, rising rates could cause prepayment rates on these loans to decline, which would delay our ability to exercise our call rights. These impacts could be at least partially offset by potential declines in the value of Non-Agency RMBS related to the call rights, which could then be acquired more cheaply, and in credit spreads, which could offset the impact of rising market interest rates on the value of fixed rate loans to some degree. Conversely, declining interest rates could increase the value of our call rights by increasing the value of the underlying loans.

We believe our consumer loan investments generally have limited interest rate sensitivity given that our portfolio is mostly composed of very seasoned loans with credit-impaired borrowers who are paying fixed rates, who we believe are relatively unlikely to change their prepayment patterns based on changes in interest rates.

As of December 31, 2017, an immediate 50 basis point increase in short term interest rates, based on a shift in the yield curve, would increase our net book value by approximately $255.2 million, whereas a 50 basis point decrease in short term interest rate

s would decrease our net book value by approximately $348.3 million, based on the present value of estimated cash flows on a static portfolio of investments. This does not include changes in our book value resulting from potential related changes in discount rates; refer to "—Credit Spread Risk" below. As of December 31, 2016, an immediate 50 basis point increase in interest rates would have increased our net book value by approximately $135.9 million, whereas an immediate 50 basis point decrease in interest rates would have decreased our net book value by approximately $170.4 million.

Interest rates are highly sensitive to many factors, including fiscal and monetary policies and domestic and international economic and political considerations, as well as other factors beyond our control.

A further discussion on the sensitivity of our book value to changes in yields required by the marketplace on interest bearing investments is included below under "—Credit Spread Risk."

Prepayment Rate Exposure

Prepayment rates significantly affect the value of MSRs, mortgage servicing rights financing receivables, Excess MSRs, the basic fee component of MSRs (which we own as part of our Servicer Advance Investments), Non-Agency RMBS and loans, including consumer loans. Prepayment rate is the measurement of how quickly borrowers pay down the UPB of their loans or how quickly loans are otherwise brought current, modified, liquidated or charged off. The price we pay to acquire certain investments will be based on, among other things, our projection of the cash flows from the related pool of loans. Our expectation of prepayment rates is a significant assumption underlying those cash flow projections. If the fair value of MSRs, mortgage servicing rights financing receivables, Excess MSRs or the basic fee component of MSRs decreases, we would be required to record a non-cash charge, which would have a negative impact on our financial results. Furthermore, a significant increase in prepayment rates could materially reduce the ultimate cash flows we receive from MSRs, mortgage servicing rights financing receivables, Excess MSRs or our right to the basic fee component of MSRs, and we could ultimately receive substantially less than what we paid for such assets. Conversely, a significant decrease in prepayment rates with respect to our loans or RMBS could delay our expected cash flows and reduce the yield on these investments.

We seek to reduce our exposure to prepayment through the structuring of our investments. For example, in our MSR and Excess MSR investments, we seek to enter into "recapture agreements" whereby our MSR or Excess MSR is retained if the applicable servicer or subservicer originates a new loan the proceeds of which are used to repay a loan underlying an MSR or Excess MSR in our portfolio. We seek to enter into such recapture agreements in order to protect our returns in the event of a rise in voluntary prepayment rates.

Please refer to the table in "Management's Discussion and Analysis of Financial Condition and Results of Operations—Application of Critical Accounting Policies—Excess MSRs" for an analysis of the sensitivity of these investments to changes in certain market factors.

Credit Spread Risk

Credit spreads measure the yield demanded on financial instruments by the market based on their credit relative to U.S. Treasuries, for fixed rate credit, or LIBOR, for floating rate credit. Excessive supply of such financial instruments combined with reduced demand will generally cause the market to require a higher yield on such financial instruments, resulting in the use of a higher (or "wider") spread over the benchmark rate to value them.

Widening credit spreads would result in higher yields being required by the marketplace on financial instruments. This widening would reduce the value of the financial instruments we hold at the time because higher required yields result in lower prices on existing financial instruments in order to adjust their yield upward to meet the market. The effects of such a decrease in values on our financial position, results of operations and liquidity are discussed above under "—Interest Rate Risk."

As of December 31, 2017, a 25 basis point increase in credit spreads would decrease our net book value by approximately $186.4 million, and a 25 basis point decrease in credit spreads would increase our net book value by approximately $190.3 million, based on a static portfolio of investments, but would not directly affect our earnings or cash flow. As of December 31, 2016, a 25 basis point increase in credit spreads would have decreased our net book value by approximately $114.1 million, and a 25 basis point decrease in credit spreads would have increased our net book value by approximately $110.5 million.

In an environment where spreads are tightening, if spreads tighten on the assets we purchase to a greater degree than they tighten on the liabilities we issue, our net spread will be reduced.

Credit Risk

We are subject to varying degrees of credit risk in connection with our assets. Credit risk refers to the ability of each individual borrower underlying our investments in MSRs, mortgage servicing rights financing receivables, Excess MSRs, Servicer Advance Investments, securities and loans to make required interest and principal payments on the scheduled due dates. If delinquencies increase, then the amount of servicer advances we are required to make will also increase, as would our financing cost thereof. We may also invest in loans and Non-Agency RMBS which represent “first loss” pieces; in other words, they do not benefit from credit support although we believe they predominantly benefit from underlying collateral value in excess of their carrying amounts. Although we do not expect to encounter credit risk in our Agency RMBS, we do anticipate credit risk related to Non-Agency RMBS, residential mortgage loans and consumer loans.

We seek to reduce credit risk through prudent asset selection, actively monitoring our asset portfolio and the underlying credit quality of our holdings and, where appropriate and achievable, repositioning our investments to upgrade their credit quality. Our pre-acquisition due diligence and processes for monitoring performance include the evaluation of, among other things, credit and risk ratings, principal subordination, prepayment rates, delinquency and default rates, and vintage of collateral.

For our MSRs, mortgage servicing rights financing receivables, and Excess MSRs on Agency collateral and our Agency RMBS, delinquency and default rates have an effect similar to prepayment rates. Our Excess MSRs on Non-Agency portfolios are not directly affected by delinquency rates because the servicer continues to advance principal and interest until a default occurs on the applicable loan, so delinquencies decrease prepayments therefore having a positive impact on fair value, while increased defaults have an effect similar to increased prepayments. For our Non-Agency RMBS and loans, higher default rates can lead to greater loss of principal. For our call rights, higher delinquencies and defaults could reduce the value of the underlying loans, therefore reducing or eliminating the related potential profit.

Market factors that could influence the degree of the impact of credit risk on our investments include (i) unemployment and the general economy, which impact borrowers’ ability to make payments on their loans, (ii) home prices, which impact the value of collateral underlying residential mortgage loans, (iii) the availability of credit, which impacts borrowers’ ability to refinance, and (iv) other factors, all of which are beyond our control.

Liquidity Risk

The assets that comprise our asset portfolio are generally not publicly traded. A portion of these assets may be subject to legal and other restrictions on resale or otherwise be less liquid than publicly-traded securities. The illiquidity of our assets may make it difficult for us to sell such assets if the need or desire arises, including in response to changes in economic and other conditions.

Investment Specific Sensitivity Analyses

Excess MSRs

The following table summarizes the estimated change in fair value of our interests in the Agency Excess MSRs owned directly as of December 31, 2017 given several parallel shifts in the discount rate, prepayment rate, delinquency rate and recapture rate (dollars in thousands):

Fair value at December 31, 2017	$	324,636

Discount rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 352,763	$ 338,192	$ 312,416	$ 300,970
Change in estimated fair value:				
Amount	$ 28,127	$ 13,556	$ (12,220)	$ (23,666)
%	8.7 %	4.2 %	(3.8)%	(7.3)%

Prepayment rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 348,427	$ 336,342	$ 313,754	$ 303,216
Change in estimated fair value:				
Amount	$ 23,791	$ 11,706	$ (10,882)	$ (21,420)
%	7.3 %	3.6 %	(3.4)%	(6.6)%

Delinquency rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 328,006	$ 326,318	$ 322,957	$ 321,271
Change in estimated fair value:				
Amount	$ 3,370	$ 1,682	$ (1,679)	$ (3,365)
%	1.0 %	0.5 %	(0.5)%	(1.0)%

Recapture rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 315,362	$ 320,044	$ 329,606	$ 334,502
Change in estimated fair value:				
Amount	$ (9,274)	$ (4,592)	$ 4,970	$ 9,866
%	(2.9)%	(1.4)%	1.5 %	3.0 %

The following table summarizes the estimated change in fair value of our interests in the Non-Agency Excess MSRs owned directly as of December 31, 2017 given several parallel shifts in the discount rate, prepayment rate, delinquency rate and recapture rate (dollars in thousands):

Fair value at December 31, 2017	$	849,077

Discount rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 914,252	$ 880,227	$ 819,703	$ 792,695
Change in estimated fair value:				
Amount	$ 65,175	$ 31,150	$ (29,374)	$ (56,382)
%	7.7 %	3.7 %	(3.5)%	(6.6)%

Prepayment rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 926,541	$ 886,205	$ 813,951	$ 781,519
Change in estimated fair value:				
Amount	$ 77,464	$ 37,128	$ (35,126)	$ (67,558)
%	9.1 %	4.4 %	(4.1)%	(8.0)%

Delinquency rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 849,077	$ 849,077	$ 849,077	$ 849,077
Change in estimated fair value:				
Amount	$ —	$ —	$ —	$ —
%	— %	— %	— %	— %

Recapture rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 844,563	$ 846,650	$ 850,914	$ 853,098
Change in estimated fair value:				
Amount	$ (4,514)	$ (2,427)	$ 1,837	$ 4,021
%	(0.5)%	(0.3)%	0.2 %	0.5 %

The following table summarizes the estimated change in fair value of our interests in the Agency Excess MSRs owned through equity method investees as of December 31, 2017 given several parallel shifts in the discount rate, prepayment rate, delinquency rate and recapture rate (dollars in thousands):

Fair value at December 31, 2017	$	171,765

Discount rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 185,367	$ 178,285	$ 165,754	$ 160,188
Change in estimated fair value:				
Amount	$ 13,602	$ 6,520	$ (6,011)	$ (11,577)
%	7.9 %	3.8 %	(3.5)%	(6.7)%

Prepayment rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 183,062	$ 177,295	$ 166,480	$ 161,420
Change in estimated fair value:				
Amount	$ 11,297	$ 5,530	$ (5,285)	$ (10,345)
%	6.6 %	3.2 %	(3.1)%	(6.0)%

Delinquency rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 174,360	$ 173,061	$ 170,468	$ 169,168
Change in estimated fair value:				
Amount	$ 2,595	$ 1,296	$ (1,297)	$ (2,597)
%	1.5 %	0.8 %	(0.8)%	(1.5)%

Recapture rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 166,540	$ 169,137	$ 174,439	$ 177,152
Change in estimated fair value:				
Amount	$ (5,225)	$ (2,628)	$ 2,674	$ 5,387
%	(3.0)%	(1.5)%	1.6 %	3.1 %

MSRs

The following table summarizes the estimated change in fair value of our interests in the Agency MSRs, including mortgage servicing rights financing receivables, owned as of December 31, 2017 given several parallel shifts in the discount rate, prepayment rate, delinquency rate and recapture rate (dollars in thousands):

Fair value at December 31, 2017	$ 2,211,710			
Discount rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 2,387,170	$ 2,296,034	$ 2,133,510	$ 2,060,819
Change in estimated fair value:				
Amount	$ 175,460	$ 84,324	$ (78,200)	$ (150,891)
%	7.9 %	3.8 %	(3.5)%	(6.8)%
Prepayment rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 2,376,247	$ 2,291,864	$ 2,135,532	$ 2,063,113
Change in estimated fair value:				
Amount	$ 164,537	$ 80,154	$ (76,178)	$ (148,597)
%	7.4 %	3.6 %	(3.4)%	(6.7)%
Delinquency rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 2,229,044	$ 2,220,379	$ 2,203,046	$ 2,194,382
Change in estimated fair value:				
Amount	$ 17,334	$ 8,669	$ (8,664)	$ (17,328)
%	0.8 %	0.4 %	(0.4)%	(0.8)%
Recapture rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 2,159,047	$ 2,185,378	$ 2,238,048	$ 2,264,390
Change in estimated fair value:				
Amount	$ (52,663)	$ (26,332)	$ 26,338	$ 52,680
%	(2.4)%	(1.2)%	1.2 %	2.4 %

The following table summarizes the estimated change in fair value of our interests in the Non-Agency MSRs, including mortgage servicing rights financing receivables, owned as of December 31, 2017 given several parallel shifts in the discount rate, prepayment rate, delinquency rate and recapture rate (dollars in thousands):

Fair value at December 31, 2017	$ 122,522			
Discount rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 135,223	$ 128,605	$ 116,914	$ 111,730
Change in estimated fair value:				
Amount	$ 12,701	$ 6,083	$ (5,608)	$ (10,792)
%	10.4%	5.0%	(4.6)%	(8.8)%
Prepayment rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 124,996	$ 123,725	$ 121,379	$ 120,291
Change in estimated fair value:				
Amount	$ 2,474	$ 1,203	$ (1,143)	$ (2,231)
%	2.0%	1.0%	(0.9)%	(1.8)%
Delinquency rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 122,910	$ 122,716	$ 122,327	$ 122,133
Change in estimated fair value:				
Amount	$ 388	$ 194	$ (195)	$ (389)
%	0.3%	0.2%	(0.2)%	(0.3)%
Recapture rate shift in %	-20%	-10%	10%	20%
Estimated fair value	$ 122,522	$ 122,522	$ 122,522	$ 122,522
Change in estimated fair value:				
Amount	$ —	$ —	$ —	$ —
%	—%	—%	— %	— %

Each of the preceding sensitivity analyses is hypothetical and should be used with caution. In particular, the results are calculated by stressing a particular economic assumption independent of changes in any other assumption; in practice, changes in one factor may result in changes in another, which might counteract or amplify the sensitivities. Also, changes in the fair value based on a 10% variation in an assumption generally may not be extrapolated because the relationship of the change in the assumption to the change in fair value may not be linear.

Item 8. Financial Statements and Supplementary Data.

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Report of Independent Registered Public Accounting Firm

Report on Internal Control Over Financial Reporting of Independent Registered Public Accounting Firm

Consolidated Balance Sheets as of December 31, 2017 and 2016

Consolidated Statements of Income for the years ended December 31, 2017, 2016 and 2015

Consolidated Statements of Comprehensive Income for the years ended December 31, 2017, 2016 and 2015

Consolidated Statements of Changes in Stockholders' Equity for the years ended December 31, 2017, 2016 and 2015

Consolidated Statements of Cash Flows for the years ended December 31, 2017, 2016 and 2015

Notes to Consolidated Financial Statements

All schedules have been omitted because either the required information is included in our consolidated financial statements and notes thereto or it is not applicable.

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of New Residential Investment Corp. and Subsidiaries

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of New Residential Investment Corp. and Subsidiaries (the Company) as of December 31, 2017 and 2016, the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2017 and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2017, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 14, 2018 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2012.

New York, New York
February 14, 2018

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of New Residential Investment Corp. and Subsidiaries

Opinion on Internal Control over Financial Reporting

We have audited New Residential Investment Corp. and Subsidiaries' internal control over financial reporting as of December 31, 2017, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, New Residential Investment Corp. and Subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of New Residential Investment Corp. and Subsidiaries as of December 31, 2017 and 2016, and the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2017 and the related notes of the Company and our report dated February 14, 2018 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

New York, New York
February 14, 2018

NEW RESIDENTIAL INVESTMENT CORP. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(dollars in thousands)

	December 31,	
	2017	**2016**
Assets		
Investments in:		
Excess mortgage servicing rights, at fair value	$ 1,173,713	$ 1,399,455
Excess mortgage servicing rights, equity method investees, at fair value	171,765	194,788
Mortgage servicing rights, at fair value	1,735,504	659,483
Mortgage servicing rights financing receivables, at fair value	598,728	—
Servicer advance investments, at fair value[(A)]	4,027,379	5,706,593
Real estate and other securities, available-for-sale	8,071,140	5,073,858
Residential mortgage loans, held-for-investment	691,155	190,761
Residential mortgage loans, held-for-sale[(A)]	1,725,534	696,665
Real estate owned	128,295	59,591
Consumer loans, held-for-investment[(A)]	1,374,263	1,799,486
Consumer loans, equity method investees	51,412	—
Cash and cash equivalents[(A)]	295,798	290,602
Restricted cash	150,252	163,095
Servicer advances receivable	675,593	81,582
Trades receivable	1,030,850	1,687,788
Deferred tax asset, net	—	151,284
Other assets	312,181	244,498
	$ 22,213,562	$ 18,399,529
Liabilities and Equity		
Liabilities		
Repurchase agreements	$ 8,662,139	$ 5,190,631
Notes and bonds payable[(A)]	7,084,391	7,990,605
Trades payable	1,169,896	1,381,968
Due to affiliates	88,961	47,348
Dividends payable	153,681	115,356
Deferred tax liability, net	19,218	—
Accrued expenses and other liabilities	239,114	205,444
	17,417,400	14,931,352
Commitments and Contingencies		
Equity		
Common Stock, $0.01 par value, 2,000,000,000 shares authorized, 307,361,309 and 250,773,117 issued and outstanding at December 31, 2017 and December 31, 2016, respectively	3,074	2,507
Additional paid-in capital	3,763,188	2,920,730
Retained earnings	559,476	210,500
Accumulated other comprehensive income (loss)	364,467	126,363
Total New Residential stockholders' equity	4,690,205	3,260,100
Noncontrolling interests in equity of consolidated subsidiaries	105,957	208,077
Total Equity	4,796,162	3,468,177
	$ 22,213,562	$ 18,399,529

(A) New Residential's Consolidated Balance Sheets include the assets and liabilities of certain consolidated VIEs, the Buyer (Note 6), the RPL Borrowers (Note 8), and the Consumer Loan SPVs (Note 9), which primarily hold investments in Servicer Advance Investments, residential mortgage loans, and consumer loans, respectively, financed with notes and bonds payable. The balance sheets of the Buyer, the RPL Borrowers, and the Consumer Loan SPVs are included in Notes 6, 8, and 9, respectively. The creditors of the Buyer, the RPL Borrowers, and the Consumer Loan SPVs do not have recourse to the general credit of New Residential and the assets of the Buyer, the RPL Borrowers, and the Consumer Loan SPVs are not directly available to satisfy New Residential's obligations.

See notes to consolidated financial statements.

NEW RESIDENTIAL INVESTMENT CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(dollars in thousands, except share and per share data)

	Year Ended December 31,		
	2017	**2016**	**2015**
Interest income	$ 1,519,679	$ 1,076,735	$ 645,072
Interest expense	460,865	373,424	274,013
Net Interest Income	1,058,814	703,311	371,059
Impairment			
Other-than-temporary impairment (OTTI) on securities	10,334	10,264	5,788
Valuation and loss provision (reversal) on loans and real estate owned	75,758	77,716	18,596
	86,092	87,980	24,384
Net interest income after impairment	972,722	615,331	346,675
Servicing revenue, net	424,349	118,169	—
Other Income			
Change in fair value of investments in excess mortgage servicing rights	4,322	(7,297)	38,643
Change in fair value of investments in excess mortgage servicing rights, equity method investees	12,617	16,526	31,160
Change in fair value of investments in mortgage servicing rights financing receivables	66,394	—	—
Change in fair value of servicer advance investments	84,418	(7,768)	(57,491)
Gain on consumer loans investment	—	9,943	43,954
Gain on remeasurement of consumer loans investment	—	71,250	—
Gain (loss) on settlement of investments, net	10,310	(48,800)	(19,626)
Earnings from investments in consumer loans, equity method investees	25,617	—	—
Other income (loss), net	4,108	28,483	5,389
	207,786	62,337	42,029
Operating Expenses			
General and administrative expenses	67,159	38,570	61,862
Management fee to affiliate	55,634	41,610	33,475
Incentive compensation to affiliate	81,373	42,197	16,017
Loan servicing expense	52,330	44,001	6,469
Subservicing expense	166,081	7,832	—
	422,577	174,210	117,823
Income Before Income Taxes	1,182,280	621,627	270,881
Income tax expense (benefit)	167,628	38,911	(11,001)
Net Income	$ 1,014,652	$ 582,716	$ 281,882
Noncontrolling Interests in Income of Consolidated Subsidiaries	$ 57,119	$ 78,263	$ 13,246
Net Income Attributable to Common Stockholders	$ 957,533	$ 504,453	$ 268,636
Net Income Per Share of Common Stock			
Basic	$ 3.17	$ 2.12	$ 1.34
Diluted	$ 3.15	$ 2.12	$ 1.32
Weighted Average Number of Shares of Common Stock Outstanding			
Basic	302,238,065	238,122,665	200,739,809
Diluted	304,381,388	238,486,772	202,907,605
Dividends Declared per Share of Common Stock	$ 1.98	$ 1.84	$ 1.75

See notes to consolidated financial statements.

NEW RESIDENTIAL INVESTMENT CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(dollars in thousands)

	December 31,		
	2017	**2016**	**2015**
Comprehensive income (loss), net of tax			
Net income	$ 1,014,652	$ 582,716	$ 281,882
Other comprehensive income (loss)			
Net unrealized gain (loss) on securities	248,412	84,703	(17,075)
Reclassification of net realized (gain) loss on securities into earnings	(10,308)	37,724	(7,308)
	238,104	122,427	(24,383)
Total comprehensive income	$ 1,252,756	$ 705,143	$ 257,499
Comprehensive income attributable to noncontrolling interests	$ 57,119	$ 78,263	$ 13,246
Comprehensive income attributable to common stockholders	$ 1,195,637	$ 626,880	$ 244,253

See notes to consolidated financial statements.

NEW RESIDENTIAL INVESTMENT CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2017, 2016 and 2015
(dollars in thousands)

	Common Stock							
	Shares	Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income	Total New Residential Stockholders' Equity	Noncontrolling Interests in Equity of Consolidated Subsidiaries	Total Equity
Equity - December 31, 2014	141,434,905	$ 1,414	$ 1,328,587	$ 237,769	$ 28,319	$ 1,596,089	$ 253,836	$ 1,849,925
Dividends declared	—	—	—	(355,295)	—	(355,295)	—	(355,295)
Capital contributions	—	—	—	—	—	—	5,161	5,161
Capital distributions	—	—	—	—	—	—	(81,596)	(81,596)
Issuance of common stock	85,435,389	854	1,311,892	—	—	1,312,746	—	1,312,746
Option exercise	3,570,984	36	(36)	—	—	—	—	—
Director share grants	29,924	—	450	—	—	450	—	450
Modified retrospective adjustment for the adoption of ASU No. 2014-11	—	—	—	(2,310)	—	(2,310)	—	(2,310)
Comprehensive income (loss)								
Net income (loss)	—	—	—	268,636	—	268,636	13,246	281,882
Net unrealized gain (loss) on securities	—	—	—	—	(17,075)	(17,075)	—	(17,075)
Reclassification of net realized (gain) loss on securities into earnings	—	—	—	—	(7,308)	(7,308)	—	(7,308)
Total comprehensive income (loss)						244,253	13,246	257,499
Equity - December 31, 2015	230,471,202	$ 2,304	$ 2,640,893	$ 148,800	$ 3,936	$ 2,795,933	$ 190,647	$ 2,986,580
Dividends declared	—	—	—	(442,753)	—	(442,753)	—	(442,753)
SpringCastle Transaction (Note 9)	—	—	—	—	—	—	110,438	110,438
Capital contributions	—	—	—	—	—	—	—	—
Capital distributions	—	—	—	—	—	—	(167,026)	(167,026)
Issuance of common stock	20,000,000	200	278,575	—	—	278,775	—	278,775
Option exercise	280,111	3	(3)	—	—	—	—	—
Purchase of noncontrolling interests in the Buyer	—	—	965	—	—	965	(4,245)	(3,280)
Director share grants	21,804	—	300	—	—	300	—	300
Comprehensive income (loss)								
Net income (loss)	—	—	—	504,453	—	504,453	78,263	582,716
Net unrealized gain (loss) on securities	—	—	—	—	84,703	84,703	—	84,703
Reclassification of net realized (gain) loss on securities into earnings	—	—	—	—	37,724	37,724	—	37,724
Total comprehensive income (loss)						626,880	78,263	705,143
Equity - December 31, 2016	250,773,117	$ 2,507	$ 2,920,730	$ 210,500	$ 126,363	$ 3,260,100	$ 208,077	$ 3,468,177
Dividends declared	—	—	—	(608,557)	—	(608,557)	—	(608,557)
Capital contributions	—	—	—	—	—	—	—	—
Capital distributions	—	—	—	—	—	—	(84,196)	(84,196)
Issuance of common stock	56,545,787	566	833,963	—	—	834,529	—	834,529
Purchase of noncontrolling interests in the Buyer	—	—	9,183	—	—	9,183	(75,043)	(65,860)
Other dilution	—	—	(1,386)	—	—	(1,386)	—	(1,386)
Director share grants	42,405	1	698	—	—	699	—	699
Comprehensive income (loss)								
Net income (loss)	—	—	—	957,533	—	957,533	57,119	1,014,652
Net unrealized gain (loss) on securities	—	—	—	—	248,412	248,412	—	248,412
Reclassification of net realized (gain) loss on securities into earnings	—	—	—	—	(10,308)	(10,308)	—	(10,308)
Total comprehensive income (loss)						1,195,637	57,119	1,252,756
Equity - December 31, 2017	307,361,309	$ 3,074	$ 3,763,188	$ 559,476	$ 364,467	$ 4,690,205	$ 105,957	$ 4,796,162

See notes to consolidated financial statements.

NEW RESIDENTIAL INVESTMENT CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(dollars in thousands)

	Year Ended December 31,		
	2017	**2016**	**2015**
Cash Flows From Operating Activities			
Net income	$ 1,014,652	$ 582,716	$ 281,882
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Change in fair value of investments in excess mortgage servicing rights	(4,322)	7,297	(38,643)
Change in fair value of investments in excess mortgage servicer rights, equity method investees	(12,617)	(16,526)	(31,160)
Change in fair value of investments in mortgage servicing rights financing receivables	(66,394)	—	—
Change in fair value of servicer advance investments	(84,418)	7,768	57,491
(Gain) / loss on remeasurement of consumer loans investment	—	(71,250)	—
(Gain) / loss on settlement of investments (net)	(10,310)	48,800	19,626
Earnings from investments consumer loans, equity method investees	(25,617)	—	—
Unrealized (gain) / loss on derivative instruments	2,190	(5,774)	3,538
Unrealized (gain) / loss on other ABS	(2,883)	2,322	(879)
(Gain) / loss on transfer of loans to REO	(22,938)	(18,356)	(2,065)
(Gain) / loss on transfer of loans to other assets	(488)	(2,938)	690
(Gain) / loss on Excess MSR recapture agreements	(2,384)	(2,802)	(2,999)
(Gain) / loss on Ocwen common stock	(5,346)	—	—
Accretion and other amortization	(1,031,384)	(747,932)	(525,298)
Other-than-temporary impairment	10,334	10,264	5,788
Valuation and loss provision on loans and real estate owned	75,758	77,716	18,596
Non-cash portions of servicing revenue, net	67,672	(88,325)	—
Non-cash directors' compensation	699	300	450
Deferred tax provision	168,518	34,846	(6,633)
Changes in:			
Servicer advances receivable	(30,688)	(2,503)	—
Other assets	(32,174)	229,916	216,778
Due to affiliates	41,613	23,563	(33,639)
Accrued expenses and other liabilities	26,081	3,223	(42,494)
Other operating cash flows:			
Interest received from excess mortgage servicing rights	79,612	152,589	127,131
Interest received from servicer advance investments	168,595	185,204	172,711
Interest received from Non-Agency RMBS	211,599	100,883	43,824
Interest received from residential mortgage loans, held-for-investment	8,021	2,815	—
Interest received from PCD consumer loans, held-for-investment	52,372	49,582	—
Distributions of earnings from excess mortgage servicing rights, equity method investees	13,668	22,046	37,874
Distributions of earnings from consumer loan equity method investees	6,240	—	—
Purchases of residential mortgage loans, held-for-sale	(5,135,700)	(1,196,018)	(1,278,322)
Proceeds from sales of purchased residential mortgage loans, held-for-sale	3,514,108	1,109,876	1,226,442
Principal repayments from purchased residential mortgage loans, held-for-sale	106,213	61,494	55,804
Net cash provided by (used in) operating activities	(899,718)	560,796	306,493

NEW RESIDENTIAL INVESTMENT CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(dollars in thousands)

	Year Ended December 31,		
	2017	**2016**	**2015**
Cash Flows From Investing Activities			
Acquisition of investments in excess mortgage servicing rights	—	(2,146)	(252,127)
Acquisition of HLSS (Note 1), net of cash acquired	—	—	(881,165)
SpringCastle Transaction (Note 9), net of cash acquired	—	(55,523)	—
Restricted cash acquired from SpringCastle Transaction	—	74,604	—
Purchase of servicer advance investments	(12,168,519)	(15,266,816)	(14,945,858)
Purchase of MSRs, MSR financing receivables and servicer advances receivable	(1,661,608)	(526,653)	—
Purchase of Agency RMBS	(9,165,868)	(6,812,258)	(4,610,680)
Purchase of Non-Agency RMBS	(2,570,753)	(2,577,625)	(1,252,516)
Purchase of residential mortgage loans	(609,627)	(191,081)	(290,652)
Purchase of derivatives	(2,350)	(8,292)	(5,830)
Purchase of real estate owned and other assets	(38,127)	(14,097)	(26,208)
Purchase of consumer loans	—	(176,107)	—
Purchase of investment in consumer loans, equity method investees	(470,344)	—	—
Draws on revolving consumer loans	(56,321)	(49,289)	—
Payments for settlement of derivatives	(164,025)	(84,587)	(85,493)
Return of investments in excess mortgage servicing rights	172,395	175,243	154,777
Return of investments in excess mortgage servicing rights, equity method investees	21,972	16,913	8,683
Return of investments in consumer loans, equity method investees	393,722	—	—
Principal repayments from servicer advance investments	13,820,019	17,158,395	16,008,741
Principal repayments from Agency RMBS	107,666	95,030	129,112
Principal repayments from Non-Agency RMBS	815,451	726,176	135,948
Principal repayments from residential mortgage loans	94,807	38,700	46,496
Proceeds from sale of residential mortgage loans	13,313	11,176	643,788
Principal repayments from consumer loans	401,403	301,876	—
Proceeds from sale of excess mortgage servicing rights	13,505	—	—
Proceeds from sale of Agency RMBS	8,880,766	6,594,868	4,468,398
Proceeds from sale of Non-Agency RMBS	182,384	261,489	425,761
Proceeds from settlement of derivatives	126,319	55,851	37,938
Proceeds from sale of real estate owned	86,241	71,570	57,699
Net cash provided by (used in) investing activities	(1,777,579)	(182,583)	(233,188)

NEW RESIDENTIAL INVESTMENT CORP. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)
(dollars in thousands)

	Year Ended December 31,		
	2017	**2016**	**2015**
Cash Flows From Financing Activities			
Repayments of repurchase agreements	(54,289,124)	(29,866,052)	(8,798,578)
Margin deposits under repurchase agreements and derivatives	(1,056,408)	(487,072)	(387,143)
Repayments of notes and bonds payable	(8,971,523)	(10,843,732)	(7,286,860)
Payment of deferred financing fees	(6,610)	(37,908)	(45,654)
Common stock dividends paid	(570,232)	(433,414)	(303,023)
Borrowings under repurchase agreements	57,762,563	31,015,797	9,607,475
Return of margin deposits under repurchase agreements and derivatives	1,058,791	486,050	391,705
Borrowings under notes and bonds payable	8,057,720	9,719,242	6,053,950
Issuance of common stock	835,465	279,600	882,166
Costs related to issuance of common stock	(936)	(825)	(3,512)
Noncontrolling interest in equity of consolidated subsidiaries - contributions	—	—	—
Noncontrolling interest in equity of consolidated subsidiaries - distributions	(84,196)	(97,560)	(81,596)
Purchase of noncontrolling interests in the Buyer	(65,860)	(3,280)	—
Net cash provided by (used in) financing activities	2,669,650	(269,154)	28,930
Net Increase (Decrease) in Cash, Cash Equivalents, and Restricted Cash	(7,647)	109,059	102,235
Cash, Cash Equivalents, and Restricted Cash, Beginning of Period	453,697	344,638	242,403
Cash, Cash Equivalents, and Restricted Cash, End of Period	$ 446,050	$ 453,697	$ 344,638
Supplemental Disclosure of Cash Flow Information			
Cash paid during the period for interest	$ 442,287	$ 350,028	$ 244,188
Cash paid during the period for income taxes	5,021	1,109	535
Supplemental Schedule of Non-Cash Investing and Financing Activities			
Dividends declared but not paid	153,681	115,356	106,017
Reclassification resulting from the application of ASU No. 2014-11	—	—	85,955
Purchase of Agency and Non-Agency RMBS, settled after year end	1,169,896	1,381,968	725,672
Sale of investments, primarily Agency RMBS, settled after year end	1,030,850	1,687,788	1,538,481
Transfer from residential mortgage loans to real estate owned and other assets	141,968	249,497	90,414
Transfer from residential mortgage loans, held-for-investment to residential mortgage loans, held-for-sale	23,080	316,199	—
Non-cash distributions from Consumer Loan Companies	—	25	585
Non-cash distributions from LoanCo	44,587	—	—
Non-cash distributions to noncontrolling interest	—	69,466	—
Portion of HLSS Acquisition (Note 1) paid in common stock	—	—	434,092
Capital contributions by HLSS Ltd.	—	—	5,161
MSR purchase price holdback	40,854	90,058	—
Real estate securities retained from loan securitizations	403,270	165,782	36,967
Remeasurement of Consumer Loan Companies noncontrolling interest	—	110,438	—
Ocwen transaction (Note 5) - excess mortgage servicing rights	71,982	—	—
Ocwen transaction (Note 5) - servicer advance investments	481,220	—	—
Ocwen transaction (Note 5) - mortgage servicing rights financing receivables, at fair value	64,450	—	—

See notes to consolidated financial statements.

1. ORGANIZATION

New Residential Investment Corp. (together with its subsidiaries, "New Residential") is a Delaware corporation that was formed as a limited liability company in September 2011 for the purpose of making real estate related investments and commenced operations on December 8, 2011. On December 20, 2012, New Residential was converted to a corporation. Drive Shack Inc. ("Drive Shack"), formerly Newcastle Investment Corp., was the sole stockholder of New Residential until the spin-off, which was completed on May 15, 2013. Following the spin-off, New Residential is an independent publicly traded real estate investment trust ("REIT") primarily focused on investing in residential mortgage related assets. New Residential is listed on the New York Stock Exchange ("NYSE") under the symbol "NRZ."

New Residential has elected and intends to qualify to be taxed as a REIT for U.S. federal income tax purposes. As such, New Residential will generally not be subject to U.S. federal corporate income tax on that portion of its net income that is distributed to stockholders if it distributes at least 90% of its REIT taxable income to its stockholders by prescribed dates and complies with various other requirements. See Note 17 regarding New Residential's taxable REIT subsidiaries.

New Residential has entered into a management agreement (the "Management Agreement") with FIG LLC (the "Manager"), an affiliate of Fortress Investment Group LLC ("Fortress"), pursuant to which the Manager provides a management team and other professionals who are responsible for implementing New Residential's business strategy, subject to the supervision of New Residential's board of directors. For its services, the Manager is entitled to management fees and incentive compensation, both defined in, and in accordance with the terms of, the Management Agreement. The Manager also managed Drive Shack, and manages investment funds that indirectly own a majority of the outstanding interests in Nationstar Mortgage LLC ("Nationstar"), a leading residential mortgage servicer, and investment funds that own a majority of the outstanding common stock of OneMain Holdings, Inc. (formerly Springleaf Holdings, Inc.) (together with its subsidiaries, "OneMain"), former managing member of the Consumer Loan Companies (Note 9).

As of December 31, 2017, New Residential conducted its business through the following segments: (i) investments in excess mortgage servicing rights ("Excess MSRs"), (ii) investments in mortgage servicing rights ("MSRs"), (iii) Servicer Advance Investments (including the basic fee component of the related MSRs), (iv) investments in real estate securities, (v) investments in residential mortgage loans, (vi) investments in consumer loans and (vii) corporate.

Approximately 2.4 million shares of New Residential's common stock were held by Fortress, through its affiliates, and its principals as of December 31, 2017. In addition, Fortress, through its affiliates, held options relating to approximately 16.4 million shares of New Residential's common stock as of December 31, 2017.

Acquisition of HLSS Assets and Liabilities

On February 22, 2015, New Residential entered into an Agreement and Plan of Merger (the "HLSS Initial Merger Agreement") with Home Loan Servicing Solutions, Ltd., a Cayman Islands exempted company ("HLSS") and Hexagon Merger Sub, Ltd., a Cayman Islands exempted company and a wholly owned subsidiary of New Residential ("HLSS Merger Sub"). On April 6, 2015, with the approval of their respective Boards of Directors, New Residential and HLSS, together with certain of their respective subsidiaries, entered into a termination agreement (providing for the termination of the HLSS Initial Merger Agreement) and simultaneously entered into a Share and Asset Purchase Agreement (the "HLSS Acquisition Agreement").

The parties to the HLSS Acquisition Agreement included New Residential, HLSS, HLSS Advances Acquisition Corp., a Delaware corporation and wholly owned subsidiary of New Residential ("HLSS Advances Sub"), and HLSS MSR-EBO Acquisition LLC, a Delaware limited liability company and wholly owned subsidiary of New Residential (together with HLSS Advances Sub, the "HLSS Buyers"). Pursuant to the HLSS Acquisition Agreement, the HLSS Buyers acquired from HLSS substantially all of the assets of HLSS (including all of the issued share capital of HLSS's first-tier subsidiaries) and assumed (and agreed to indemnify HLSS for) the liabilities of HLSS (together, the "HLSS Acquisition"), other than post-closing liabilities in an amount up to the Retained Balance (as defined below), for aggregate consideration (net of certain transaction expenses being reimbursed by HLSS), consisting of approximately $1.0 billion in cash and 28,286,980 shares of common stock, par value $0.01 per share ("New Residential Acquisition Common Stock"), of New Residential delivered to HLSS in a private placement. The closing of the HLSS Acquisition (the "HLSS Acquisition Closing") occurred simultaneously with the execution of the HLSS Acquisition Agreement.

The HLSS Acquisition Agreement includes certain customary post-closing covenants of New Residential, the HLSS Buyers and HLSS. In addition, the board of directors of HLSS also approved a wind down plan (the "Distribution and Liquidation Plan"), pursuant to which HLSS sold the shares of New Residential Acquisition Common Stock received in the HLSS Acquisition on April 8, 2015 and distributed to HLSS shareholders the cash consideration from the HLSS Acquisition and the cash proceeds from the sale of shares of New Residential Acquisition Common Stock; provided that under the terms of the Distribution and Liquidation Plan, HLSS retained $50.0 million of cash (the "Retained Balance") for wind down costs, of which $45.1 million was received by New Residential at the HLSS New Merger Effective Time (as defined below).

At the HLSS Acquisition Closing, New Residential and HLSS Merger Sub entered into an Agreement and Plan of Merger, dated April 6, 2015, with HLSS (the "HLSS New Merger Agreement"), pursuant to which, upon the terms and subject to the conditions set forth therein (including the approval of HLSS's shareholders), HLSS (which at the time of the HLSS New Merger (as defined below) had substantially wound-down its operations) merged with and into HLSS Merger Sub, with HLSS Merger Sub continuing as the surviving company and a wholly owned subsidiary of New Residential (the "HLSS New Merger"). Following the HLSS New Merger, references to HLSS refer to HLSS Merger Sub.

Pursuant to the HLSS New Merger Agreement, and upon the terms and conditions set forth therein, at the effective time of the HLSS New Merger (the "HLSS New Merger Effective Time"), each ordinary share of HLSS, par value $0.01 per share, issued and outstanding immediately prior to the HLSS New Merger Effective Time (other than those shares of HLSS owned by New Residential or any direct or indirect wholly-owned subsidiary of New Residential and shares of HLSS as to which dissenters' rights have been properly exercised), was automatically converted into the right to receive $0.704059 per share in cash, without interest. The HLSS New Merger Effective Time occurred on October 23, 2015, at which time New Residential paid $50.0 million to HLSS shareholders and the HLSS New Merger was completed.

The purchase price for the HLSS Acquisition included the fair value of the common stock issued of $434.1 million, cash consideration paid of $622.0 million, HLSS seller financing of $385.2 million, and contingent cash consideration of $50.0 million. The total consideration is summarized as follows:

Total Consideration		**Amount**
Share Issuance Consideration		28,286,980
New Residential's 4/6/2015 share price	$	15.3460
Dollar Value of Share Issuance[(A)]	$	434,092
Cash Consideration		621,982
HLSS Seller Financing[(B)]		385,174
HLSS New Merger Payment (71,016,771 @ $0.704059)[(C)]		50,000
Total Consideration	**$**	**1,491,248**

(A) Share Issuance Consideration
The share issuance consideration consists of 28.3 million newly issued shares of New Residential common stock with a par value $0.01 per share. The fair value of the common stock at the date of the acquisition was $15.3460 per share, which was New Residential's volume weighted average share price on April 6, 2015.

(B) HLSS Seller Financing
New Residential agreed to deliver $1.0 billion of cash purchase price, including a promise to pay an amount of $385.2 million immediately after closing from the proceeds of financing that was committed in anticipation of the HLSS Acquisition and is collateralized by certain of the HLSS assets acquired.

(C) HLSS New Merger Payment
The HLSS New Merger Agreement, and the $50.0 million consideration related thereto, is included as a part of the business combination in conjunction with the HLSS Acquisition Agreement. The range of outcomes for this contingent consideration was from $0.0 million to $50.0 million, dependent on whether the HLSS New Merger was approved by HLSS shareholders and other factors. As of the HLSS New Merger Effective Time, the net contingent consideration paid was fixed at $5.1 million.

New Residential has performed an allocation of the purchase price to HLSS's assets and liabilities, as set forth below.

Total Consideration ($ in millions)	$	1,491.2
Assets		
Cash and cash equivalents	$	51.4
Servicer advance investments, at fair value		5,096.7
Excess mortgage servicing rights, at fair value		917.1
Residential mortgage loans, held-for-sale[(A)]		416.8
Deferred tax asset[(B)]		195.1
Investment in HLSS Ltd.		44.9
Other assets[(C)]		402.4
Total Assets Acquired	$	7,124.4
Liabilities		
Notes and bonds payable		5,580.3
Accrued expenses and other liabilities[(D)(E)]		52.9
Total Liabilities Assumed	$	5,633.2
Net Assets	$	1,491.2

(A) Represents $424.3 million unpaid principal balance ("UPB") of Government National Mortgage Association ("Ginnie Mae") early buy-out ("EBO") residential mortgage loans not subject to Accounting Standards Codification ("ASC") No. 310-30 as the contractual cash flows are guaranteed by the Federal Housing Administration ("FHA").
(B) Due primarily to the difference between carryover historical tax basis and acquisition date fair value of one of HLSS's first tier subsidiaries.
(C) Includes restricted cash and receivables not subject to ASC No. 310-30 which New Residential has deemed fully collectible.
(D) Includes liabilities which arose from contingencies regarding HLSS matters.
(E) Contingencies for HLSS class action law suits had not been recognized at the acquisition date as the criteria in ASC No. 450 had not been met (Note 14).

The acquisition of HLSS resulted in no goodwill as the total consideration transferred was equal to the fair value of the net assets acquired.

Separately Recognized Transactions

Certain transactions were recognized separately from New Residential's acquisition of assets and assumption of liabilities in the business combination. These separately recognized transactions include 1) contingent payments to the acquiree's employees and 2) debt issuance costs.

Contingent Payment to the Acquiree's Employees

New Residential identified both retention bonus and severance arrangements for the HLSS employees. Retention bonus payments were triggered by a change in control and continued employment for a specified period post-acquisition. As future service was required, retention bonus payments totaling approximately $3.2 million have been recognized in General and administrative expenses in New Residential's statement of income for the year ended December 31, 2015.

Severance is triggered by a change in control and termination without cause by New Residential within a specified period post-acquisition. As the second trigger represents an action by New Residential as the acquirer, a total amount of approximately $2.8 million has been recognized in General and administrative expenses in New Residential's statement of income for the year ended December 31, 2015.

Debt Issuance Costs

New Residential entered into new financing arrangements in connection with the HLSS Acquisition. Such arrangements resulted in New Residential incurring various commitment fees. Commitment fees are treated as a cost of financing and accounted for as debt issuance costs that are not considered a direct cost of the acquisition. Therefore, debt issuance costs totaling approximately $27.0 million have been recorded on the post-acquisition balance sheet of New Residential.

Unaudited Supplemental Pro Forma Financial Information - The following table presents unaudited pro forma combined Interest Income and Income Before Income Taxes for the year ended December 31, 2015 prepared as if the HLSS Acquisition had been consummated on January 1, 2014.

	Year Ended December 31, 2015
	(unaudited)
Pro Forma	
Interest Income	$ 731,660
Income Before Income Taxes	322,365

The 2015 unaudited supplemental pro forma financial information has been adjusted to exclude approximately $26.1 million of acquisition-related costs incurred by New Residential and HLSS in 2015. The unaudited supplemental pro forma financial information has not been adjusted for transactions other than the HLSS Acquisition, or for the conforming of accounting policies. The unaudited supplemental pro forma financial information does not include any anticipated synergies or other anticipated benefits of the HLSS Acquisition and, accordingly, the unaudited supplemental pro forma financial information is not necessarily indicative of either future results of operations or results that might have been achieved had the HLSS Acquisition occurred on January 1, 2014.

New Residential's Consolidated Statements of Income include interest income and income before income taxes of HLSS between April 6, 2015 and December 31, 2015 of $282.3 million and $131.5 million, respectively.

Relationship with Ocwen

HLSS and HLSS Holdings, LLC (a subsidiary of HLSS acquired by New Residential in the HLSS Acquisition) entered into a mortgage servicing rights purchase agreement (the "Ocwen Purchase Agreement") with Ocwen Loan Servicing LLC, a subsidiary of Ocwen Financial Corporation (together with its subsidiaries, including Ocwen Loan Servicing LLC, "Ocwen"), which remained in effect following the HLSS Acquisition. Pursuant to the Ocwen Purchase Agreement, HLSS and HLSS Holdings, LLC purchased, among other things, the rights to certain servicing fees under MSRs in respect of private label securitization transactions, associated servicer advances and other related assets from Ocwen from time to time. The specific terms of any acquisition of such assets are documented pursuant to separate sale supplements to the Ocwen Purchase Agreement executed by the parties from time to time (each an "Ocwen Sale Supplement" and together, the "Ocwen Sale Supplements"). As of March 31, 2015, the UPB of the residential mortgage loans in respect of the related MSRs equaled $156.4 billion. Ocwen consented to HLSS's assignment of its rights and interests in connection with the HLSS Acquisition.

The Ocwen Sale Supplements have an initial term of up to eight years (commencing on the date of the applicable Ocwen Sale Supplement). If Ocwen and New Residential do not agree to revised fee arrangements at the end of such term, New Residential may direct Ocwen to transfer servicing to a third party, and New Residential may keep any proceeds of such transfer.

The Ocwen Purchase Agreement provides that New Residential will purchase from Ocwen servicer advances arising under specified servicing agreements as the servicer advances arise. The purchase price payable by New Residential for such servicer advances is equal to the outstanding balance thereof. As of April 6, 2015, the outstanding balance of servicer advances acquired from Ocwen equaled $5.6 billion.

In addition, the Ocwen Purchase Agreement contemplates that New Residential may cause Ocwen to use commercially reasonable efforts to transfer servicing of the related residential mortgage loans to a third-party servicer upon the occurrence of various termination events. Certain termination events may have occurred under the Ocwen Purchase Agreement because of downgrades in certain of Ocwen's servicer ratings but New Residential agreed, subject to certain limitations, not to cause Ocwen to use

commercially reasonable efforts to transfer servicing of the related residential mortgage loans to a third-party servicer with respect to such downgrades before April 6, 2017.

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

Pursuant to an amendment to the Ocwen Purchase Agreement executed in connection with the consummation of the HLSS Acquisition, such Ocwen Purchase Agreement and the related Ocwen Sale Supplements were amended, among other things, to (i) obtain Ocwen's consent to the assignment by HLSS of its interest under the Ocwen Purchase Agreement and each Ocwen Sale Supplement thereto, (ii) provide that HLSS Holdings, LLC will not direct the replacement of Ocwen as servicer before April 6, 2017 except under the circumstances described in the amendment, (iii) extend the scheduled term of Ocwen's servicing appointment under each Sale Supplement until the earlier of eight years from the date of the related Ocwen Sale Supplement and April 30, 2020 (subject to an agreement to commence negotiating in good faith for an extension of the contract term no later than six months prior to the end of the applicable term) unless certain servicer ratings thresholds are not met on the six year anniversary of the related Ocwen Sale Supplement, in which case the related term would expire on such anniversary, and (iv) provide that Ocwen will reimburse HLSS Holdings, LLC, subject to specified limits, for certain increased costs resulting from further Standard & Poor's Rating Services ("S&P") servicer rating downgrades of Ocwen. Through December 31, 2015, New Residential accrued $14.5 million in connection with clause (iv), which is included in Other Income, and which was received in October 2015. In addition, pursuant to such amendment Ocwen agreed to sell to New Residential the economic beneficial rights to any right of optional termination or "clean-up call" of any trust related to any servicing agreement in respect of certain servicing fees New Residential acquired from HLSS and to exercise such rights only at New Residential's direction. New Residential agreed to pay to Ocwen a fee in an amount equal to 0.50% of the outstanding balance of the performing mortgage loans purchased in connection with any such exercise and to pay costs and expenses of Ocwen in connection with any such exercise. Optional termination or clean up call rights generally may not be exercised until the outstanding principal balance of securitized loans is reduced to a specified balance.

HLSS Management, LLC (a subsidiary of HLSS acquired by New Residential in the HLSS Acquisition) has a professional services agreement with Ocwen that enables HLSS to provide certain services to Ocwen and for Ocwen to provide certain services to HLSS Management, LLC which remains in effect following the HLSS Acquisition.

See Note 5 regarding the Ocwen Transaction which occurred in July 2017. See Note 18 regarding the New Ocwen Agreements entered into in January 2018.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting — The accompanying consolidated financial statements are prepared in accordance with U.S. generally accepted accounting principles ("GAAP''). The consolidated financial statements include the accounts of New Residential and its consolidated subsidiaries. All significant intercompany transactions and balances have been eliminated. New Residential consolidates those entities in which it has control over significant operating, financial and investing decisions of the entity, as well as those entities deemed to be variable interest entities ("VIEs") in which New Residential is determined to be the primary beneficiary. For entities over which New Residential exercises significant influence, but which do not meet the requirements for consolidation, New Residential uses the equity method of accounting whereby it records its share of the underlying income of such entities. Distributions from equity method investees are classified in the Statements of Cash Flows based on the cumulative earnings approach, where all distributions up to cumulative earnings are classified as distributions of earnings.

VIEs are defined as entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties. A VIE is required to be consolidated only by its primary beneficiary, which is defined as the party who has the power to direct the activities of a VIE that most significantly impact its economic performance and who has the obligation to absorb losses or the right to receive benefits from the VIE that could be potentially significant to the VIE.

To assess whether New Residential has the power to direct the activities of a VIE that most significantly impact the VIE's economic performance, New Residential considers all the facts and circumstances, including its role in establishing the VIE and its ongoing rights and responsibilities. This assessment includes, first, identifying the activities that most significantly impact the VIE's economic performance; and second, identifying which party, if any, has power over those activities. To assess whether New Residential has the obligation to absorb losses of the VIE or the right to receive benefits from the VIE that could potentially be

significant to the VIE, New Residential considers all of its economic interests and applies judgment in determining whether these interests, in the aggregate, are considered potentially significant to the VIE.

New Residential has determined that the Buyer (Note 6) should be evaluated for consolidation under the VIE model rather than the voting interest entity model as the equity holders as a group do not have the right to direct activities that most significantly impact the entity's economic performance. Under the VIE model, New Residential's consolidated subsidiary, as the managing member, has both 1) the power to direct the activities of the Buyer and 2) a significant variable interest through its equity investment and, therefore, meets the primary beneficiary criterion and continues to consolidate the Buyer. The Buyer's summary balance sheet is included in Note 6.

New Residential has determined that the RPL Borrowers (Note 8) should be evaluated for consolidation under the VIE model rather than the voting interest entity model as the equity holders as a group lack the characteristics of a controlling financial interest. Under the VIE model, New Residential's consolidated subsidiaries have both 1) the power to direct the most significant activities of the RPL Borrowers and 2) significant variable interests in each of the RPL Borrowers, through their control of the related optional redemption feature and their ownership of certain notes issued by the RPL Borrowers and, therefore, meet the primary beneficiary criterion and consolidate the RPL Borrowers. The RPL Borrowers' summary balance sheet is included in Note 8.

New Residential has determined that the Consumer Loan SPVs (Note 9) should be evaluated for consolidation under the VIE model rather than the voting interest entity model as the equity holders, individually and as a group, lack the characteristics of a controlling financial interest. Under the VIE model, New Residential's consolidated subsidiaries, the Consumer Loan Companies (Note 9), have both 1) the power to direct the most significant activities of the Consumer Loan SPVs and 2) significant variable interests in each of the Consumer Loan SPVs, through their control of the related optional redemption feature and their ownership of certain notes issued by the Consumer Loan SPVs and, therefore, meet the primary beneficiary criterion and consolidate the Consumer Loan SPVs. The Consumer Loan SPVs' summary balance sheet is included in Note 9.

New Residential's investments in Non-Agency RMBS (Note 7) are variable interests. New Residential monitors these investments and analyzes the potential need to consolidate the related securitization entities pursuant to the VIE consolidation requirements. New Residential has not consolidated the securitization entities that issued its Non-Agency RMBS. This determination is based, in part, on New Residential's assessment that it does not have the power to direct the activities that most significantly impact the economic performance of these entities, such as through ownership of a majority of the currently controlling class. In addition, New Residential is not obligated to provide, and has not provided, any financial support to these entities.

Noncontrolling interests represent the ownership interests in certain consolidated subsidiaries held by entities or persons other than New Residential. These interests are related to noncontrolling interests in consolidated entities that hold New Residential's Servicer Advance Investments (Note 6) and Consumer Loans (Note 9), as well as HLSS for the period of April 6, 2015 through October 23, 2015.

Certain prior period amounts have been reclassified to conform to the current period's presentation.

Risks and Uncertainties — In the normal course of business, New Residential encounters primarily two significant types of economic risk: credit and market. Credit risk is the risk of default on New Residential's investments that results from a borrower's or counterparty's inability or unwillingness to make contractually required payments. Market risk reflects changes in the value of investments due to changes in prepayment rates, interest rates, spreads or other market factors, including risks that impact the value of the collateral underlying New Residential's investments. New Residential believes that the carrying values of its investments are reasonable taking into consideration these risks along with estimated prepayments, financings, collateral values, payment histories, and other information. Furthermore, for each of the periods presented, a significant portion of New Residential's assets are dependent on its servicers' and subservicers' ability to perform their obligations servicing the loans underlying New Residential's Excess MSRs, MSRs, MSR Financing Receivables, Servicer Advance Investments, Non-Agency RMBS and loans. If a servicer is terminated, New Residential's right to receive its portion of the cash flows related to interests in MSRs may also be terminated.

Additionally, New Residential is subject to significant tax risks. If New Residential were to fail to qualify as a REIT in any taxable year, New Residential would be subject to U.S. federal corporate income tax (including any applicable alternative minimum tax), which could be material. Unless entitled to relief under certain statutory provisions, New Residential would also be disqualified from treatment as a REIT for the four taxable years following the year during which qualification is lost.

Use of Estimates — The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Comprehensive Income — Comprehensive income is defined as the change in equity of a business enterprise during a period from transactions and other events and circumstances, excluding those resulting from investments by and distributions to owners. For New Residential's purposes, comprehensive income represents net income, as presented in the Consolidated Statements of Income, adjusted for unrealized gains or losses on securities available for sale.

INCOME RECOGNITION

Investments in Excess Mortgage Servicing Rights — Excess MSRs are aggregated into pools as applicable; each pool of Excess MSRs is accounted for in the aggregate. Interest income for Excess MSRs is accreted into interest income on an effective yield or "interest" method, based upon the expected excess mortgage servicing amount through the expected life of the underlying mortgages. Changes to expected cash flows result in a cumulative retrospective adjustment, which will be recorded in the period in which the change in expected cash flows occurs. Under the retrospective method, the interest income recognized for a reporting period is measured as the difference between the amortized cost basis at the end of the period and the amortized cost basis at the beginning of the period, plus any cash received during the period. The amortized cost basis is calculated as the present value of estimated future cash flows using an effective yield, which is the yield that equates all past actual and current estimated future cash flows to the initial investment. In addition, New Residential's policy is to recognize interest income only on its Excess MSRs in existing eligible underlying mortgages. The difference between the fair value of Excess MSRs and their amortized cost basis is recorded as "Change in fair value of investments in excess mortgage servicing rights." Fair value is generally determined by discounting the expected future cash flows using discount rates that incorporate the market risks and liquidity premium specific to the Excess MSRs, and therefore may differ from their effective yields.

Investments in MSRs — MSRs are aggregated into pools as applicable; each pool of MSRs is accounted for in the aggregate. Income from MSRs is recorded in "Servicing revenue, net" and is comprised of three components: (i) income receivable from the MSRs, less (ii) amortization of the basis of the MSRs, plus or minus (iii) the mark-to-market on the MSRs. Amortization of the basis of the MSRs is based on the remaining UPB of the residential mortgage loans underlying the MSRs relative to their UPB at acquisition. Fair value is generally determined by discounting the expected future cash flows using discount rates that incorporate the market risks and liquidity premium specific to the MSRs.

Investments in MSR Financing Receivables — As a result of the length of the initial term of the related subservicing agreements (Note 5), although these MSRs were legally sold, solely for accounting purposes New Residential determined that substantially all of the risks and rewards inherent in owning the MSRs had not been transferred, and that the purchase agreements would not be treated as sales under GAAP. Therefore, rather than recording investments in MSRs, New Residential recorded investments in mortgage servicing rights financing receivables. Income from these investments is recorded as interest income, and New Residential has elected to measure these investments at fair value, with changes in fair value flowing through Change in fair value of investments in mortgage servicing rights financing receivables.

Servicer Advance Investments — New Residential accounts for its Servicer Advance Investments similarly to its investments in Excess MSRs. Interest income for Servicer Advance Investments is accreted into interest income on an effective yield or "interest" method, based upon the expected aggregate cash flows of the Servicer Advance Investments, including the basic fee component of the related MSR (but excluding any Excess MSR component) through the expected life of the underlying mortgages, net of a portion of the basic fee component of the MSR that New Residential remits to the servicer as compensation for the servicer's servicing activities. Changes to expected cash flows result in a cumulative retrospective adjustment, which will be recorded in the period in which the change in expected cash flows occurs. Refer to "—Investments in Excess Mortgage Servicing Rights" for a description of the retrospective method. Fair value is generally determined by discounting the expected future cash flows using discount rates that incorporate the market risks and liquidity premium specific to the Servicer Advance Investments, and therefore may differ from their effective yields.

Investments in Real Estate Securities — Discounts or premiums are accreted into interest income on an effective yield or "interest" method, based upon a comparison of actual and expected cash flows, through the expected maturity date of the security. For

securities acquired at a discount for credit quality (i.e., where it is probable at acquisition that New Residential will not collect all contractually required interest and principal repayments), the difference between contractual cash flows and expected cash flows at acquisition is not accreted (non-accretable difference). For these securities, the excess of expected cash flows over the carrying value (accretable yield) is recognized as interest income on an effective yield basis.

Depending on the nature of the investment, changes to expected cash flows may result in a prospective change to yield or a retrospective change which would include a catch up adjustment. Deferred fees and costs, if any, are recognized as a reduction to the interest income over the terms of the securities using the interest method. Upon settlement of securities, the specific identification method is used to determine the excess (or deficiency) of net proceeds over the net carrying value of such security recognized as a realized gain (or loss) in the period of settlement.

Investments in Residential Mortgage Loans, REO and Consumer Loans — New Residential evaluates the credit quality of its loans, as of the acquisition date, for evidence of credit quality deterioration. Loans with evidence of credit deterioration since their origination, and where it is probable that New Residential will not collect all contractually required principal and interest payments, are Purchased Credit Deteriorated ("PCD") loans. At acquisition, New Residential aggregates PCD loans into pools based on common risk characteristics and the aggregated loans are accounted for as if each pool were a single loan with a single composite interest rate and an aggregate expectation of cash flows. The excess of the total cash flows (both principal and interest) expected to be collected over the carrying value of the PCD loans is referred to as the accretable yield. This amount is not reported on New Residential's Consolidated Balance Sheets but is accreted into interest income at a level rate of return over the remaining estimated life of the pool of loans.

Loans where New Residential expects to collect all contractually required principal and interest payments are considered performing loans. Interest income on performing loans is accrued and recognized as interest income at their effective yield, which includes contractual interest and the amortization of purchase price discount or premium and deferred fees or expenses, and considers anticipated prepayment rates.

Loans acquired with the intent to sell and loans not acquired with the intent to sell that New Residential decides to sell are classified as held-for-sale. Loans held-for-sale are measured at the lower of cost or fair value, with valuation changes recorded in impairment. Purchase price discounts or premiums are deferred in a contra loan account until the related loan is sold. The deferred discounts or premiums are an adjustment to the basis of the loan and are included in the quarterly determination of the lower of cost or fair value adjustments and/or the gain or loss recognized at the time of sale.

Real estate owned ("REO") assets are those individual properties acquired by New Residential or where New Residential receives the property in satisfaction of a debt (e.g., by taking legal title or physical possession). New Residential measures REO assets at the lower of cost or fair value, with valuation changes recorded in other income or impairment, as applicable.

Impairment of Securities — Securities are considered to be impaired when it is probable that New Residential will be unable to collect all principal or interest when due according to the contractual terms of the original agreements, or for securities purchased at a discount for credit quality or that represent retained beneficial interests in securitizations, when New Residential determines that it is probable that it will be unable to collect as anticipated.

The evaluation of a security's estimated cash flows includes the following, as applicable: (i) review of the credit of the issuer or borrower, (ii) review of the credit rating of the security, (iii) review of the key terms of the security or underlying loans, (iv) review of the performance of the underlying loans, including debt service coverage and loan to value ratios, (v) analysis of the value of the underlying loans, (vi) analysis of the effect of local, industry and broader economic factors, and (vii) analysis of historical and anticipated trends in defaults, loss severities and prepayments for similar securities or underlying loans. New Residential must record a write down if it has the intent to sell a given security in an unrealized loss position, or if it is more likely than not that it will be required to sell such a security. Upon determination of impairment, New Residential records a direct write down for securities based on the estimated fair value of the security or underlying collateral using a discounted cash flow analysis or based on an observable market value. Subsequent to a determination of impairment, and a related write down, income on securities is accrued on an effective yield method from the new carrying value to the related expected cash flows, with cash received treated as a reduction of basis.

Impairment of Loans — To the extent that they are classified as held-for-investment, New Residential must periodically evaluate each of these loans or loan pools for possible impairment. Impairment is indicated when it is deemed probable that New Residential

will be unable to collect all amounts due according to the contractual terms of the loan, or for PCD loans, when it is deemed probable that New Residential will be unable to collect as anticipated. Upon determination of impairment, New Residential establishes an allowance for loan losses with a corresponding charge to earnings.

Performing loans are aggregated into pools for the evaluation of impairment based on like characteristics, such as loan type and acquisition date. Pools of loans are evaluated based on criteria such as an analysis of borrower performance, credit ratings of borrowers, loan to value ratios, the estimated value of the underlying collateral, if any, the key terms of the loans and historical and anticipated trends in defaults and loss severities for the type and seasoning of loans being evaluated. This information is used to estimate provisions for estimated unidentified incurred losses on pools of loans. Significant judgment is required in determining impairment and in estimating the resulting loss allowance.

For PCD loans, New Residential estimates the total cash flows expected to be collected over the remaining life of each pool. Probable decreases in expected cash flows trigger the recognition of impairment. Impairments are recognized through the provision for loans and an increase in the allowance for loan losses. Probable and significant increases in expected cash flows would first reverse any previously recorded allowance for loan losses with any remaining increases recognized prospectively as a yield adjustment over the remaining estimated lives of the underlying loans.

A loan is determined to be past due when a monthly payment is due and unpaid for 30 days or more. Loans, other than PCD loans, are placed on nonaccrual status and considered non-performing when full payment of principal and interest is in doubt, which generally occurs when principal or interest is 120 days or more past due unless the loan is both well secured and in the process of collection. A loan may be returned to accrual status when repayment is reasonably assured and there has been demonstrated performance under the terms of the loan or, if applicable, the terms of the restructured loan. New Residential's ability to recognize interest income on nonaccrual loans as cash interest payments are received rather than as a reduction of the carrying value of the loans is based on the recorded loan balance being deemed fully collectible.

Loans held-for-sale are subject to the nonaccrual policy described above, however, as loans held-for-sale are recognized at the lower of cost or fair value, New Residential's allowance for loan losses and charge-off policies do not apply to these loans.

Accretion and Other Amortization — As reflected on the consolidated statements of cash flows, this item is comprised of the following:

	Year Ended December 31,		
	2017	**2016**	**2015**
Accretion of servicer advance investment and receivable interest income	$ 542,983	$ 364,350	$ 352,316
Accretion of excess mortgage servicing rights income	103,053	150,141	134,565
Accretion of net discount on securities and loans[(A)]	398,213	253,243	65,925
Amortization of deferred financing costs	(12,076)	(18,326)	(26,036)
Amortization of discount on notes and bonds payable	(789)	(1,476)	(1,472)
	$ 1,031,384	$ 747,932	$ 525,298

(A) Includes accretion of the accretable yield on PCD loans.

Other Income (Loss), Net — This item is comprised of the following:

	Year Ended December 31,		
	2017	**2016**	**2015**
Unrealized gain (loss) on derivative instruments	$ (2,190)	$ 5,774	$ (3,538)
Unrealized gain (loss) on other ABS	2,883	(2,322)	879
Gain (loss) on transfer of loans to REO	22,938	18,356	2,065
Gain (loss) on transfer of loans to other assets	488	2,938	(690)
Gain on Excess MSR recapture agreements	2,384	2,802	2,999
Gain (loss) on Ocwen common stock	5,346	—	—
Other income (loss)	(27,741)	935	3,674
	$ 4,108	$ 28,483	$ 5,389

Gain (Loss) on Settlement of Investments, Net — This item is comprised of the following:

	Year Ended December 31,		
	2017	**2016**	**2015**
Gain (loss) on sale of real estate securities, net	$ 20,642	$ (27,460)	$ 13,096
Gain (loss) on sale of residential mortgage loans, net	39,731	12,142	35,175
Gain (loss) on settlement of derivatives	(39,214)	(27,491)	(46,982)
Gain (loss) on liquidated residential mortgage loans	(10,201)	(1,810)	(2,170)
Gain (loss) on sale of REO	(9,215)	4,690	(10,742)
Other gains (losses)	8,567	(8,871)	(8,003)
	$ 10,310	$ (48,800)	$ (19,626)

EXPENSE RECOGNITION

Interest Expense — New Residential finances certain investments using floating rate repurchase agreements and loans. Interest is expensed as incurred.

General and Administrative Expenses, Loan Servicing Expense and Subservicing Expense — General and administrative expenses, including legal fees, audit fees, insurance premiums, and other costs, as well as loan servicing and subservicing expenses, and are expensed as incurred.

Management Fee and Incentive Compensation to Affiliate — These represent amounts due to the Manager pursuant to the Management Agreement. For further information on the Management Agreement, see Note 15.

BALANCE SHEET MEASUREMENT

Investments in Servicing Related Assets — Servicing related assets consist of New Residential's Excess MSRs, MSRs, MSR Financing Receivables, and Servicer Advance Investments. Upon acquisition, New Residential has elected to record each of such investments at fair value. New Residential elected to record its investments at fair value in order to provide users of the financial statements with better information regarding the effects of prepayment risk and other market factors on servicing related assets. Under this election, New Residential records a valuation adjustment on its investments in servicing related assets on a quarterly basis to recognize the changes in fair value in net income as described in "Income Recognition — Investments in Excess Mortgage Servicing Rights," "Income Recognition — Investments in MSRs" and "Income Recognition — Servicer Advance Investments."

Investments in Real Estate and Other Securities — New Residential has classified its investments in real estate and other securities as available for sale. Securities available for sale are carried at market value with the net unrealized gains or losses reported as a separate component of accumulated other comprehensive income, to the extent impairment losses are considered temporary. At disposition, the net realized gain or loss is determined on the basis of the amortized cost of the specific investments and is included in earnings. Unrealized losses on securities are charged to earnings if they reflect a decline in value that is other-than-temporary.

Investments in Residential Mortgage Loans and Consumer Loans — Loans for which New Residential has the intent and ability to hold for the foreseeable future, or until maturity or payoff, are classified as held-for-investment. Performing loans held-for-investment are presented at the aggregate unpaid principal balance adjusted for any unamortized premium or discount, deferred fees or expenses, an allowance for loan losses, charge-offs and write-down for impaired loans. PCD loans held-for-investment are initially recorded at their purchase price at acquisition and are subsequently measured net of any allowance for loan losses. To the extent that the loans are classified as held-for-investment, New Residential periodically evaluates such loans for possible impairment as described in "—Impairment of Loans."

Loans which New Residential does not have the intent or the ability to hold into the foreseeable future are considered held-for-sale and are carried at the lower of their amortized cost basis or fair value. New Residential discontinues the accretion of discounts or amortization of premiums on loans if they are reclassified from held-for-investment to held-for-sale.

Cash and Cash Equivalents and Restricted Cash — New Residential considers all highly liquid short-term investments with maturities of 90 days or less when purchased to be cash equivalents. Substantially all amounts on deposit with major financial institutions exceed insured limits. As of December 31, 2017 and 2016, New Residential held: (i) $62.4 million and $82.1 million, respectively, of restricted cash related to the financing of servicer advances that has been pledged to the note holders for interest and fees payable, (ii) $9.9 million and $22.3 million, respectively, of restricted cash related to financing requirements of the corporate notes secured by Excess MSRs (Note 11), (iii) $3.3 million and $2.2 million, respectively, of restricted cash related to Ginnie Mae Excess MSRs, (iv) $46.1 million and $56.4 million, respectively, of restricted cash related to the financing of consumer loans, and (iv) $28.6 million and $0.0 million, respectively, of restricted cash related to MSRs.

Derivatives — New Residential has entered into various economic hedges, as further described in Note 10, that are marked to fair value on a periodic basis through "—Other Income."

Income Taxes — New Residential operates so as to qualify as a REIT under the requirements of the Internal Revenue Code of 1986, as amended, or the "Internal Revenue Code." Requirements for qualification as a REIT include various restrictions on ownership of New Residential's stock, requirements concerning distribution of taxable income and certain restrictions on the nature of assets and sources of income. A REIT must distribute at least 90% of its taxable income to its stockholders (subject to certain adjustments). Distributions may extend until timely filing of New Residential's tax return in the subsequent taxable year. Qualifying distributions of taxable income are deductible by a REIT in computing taxable income.

Certain activities of New Residential are conducted through taxable REIT subsidiaries ("TRSs") and therefore are subject to federal and state income taxes. Accordingly, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases upon the change in tax status. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

New Residential recognizes tax benefits for uncertain tax positions only if it is more likely than not that the position is sustainable based on its technical merits. Interest and penalties on uncertain tax positions are included as a component of the provision for income taxes on the consolidated statements of operations.

Other Assets and Other Liabilities — Other assets and liabilities are comprised of the following:

	Other Assets			Accrued Expenses and Other Liabilities		
	December 31,			December 31,		
	2017	2016		2017	2016
Margin receivable, net	$ 53,150	$ 55,481	Interest payable	$ 28,821	$ 23,108
Other receivables	10,635	16,350	Accounts payable	73,017	31,299
Principal and interest receivable	48,373	52,738	Derivative liabilities (Note 10)	697	3,021
Receivable from government agency[(A)]	41,429	54,706	Current taxes payable	—	2,314
Call rights	327	337	Due to servicers	24,571	77,148
Derivative assets (Note 10)	2,423	6,762	MSRs purchase price holdback	101,290	60,436
Servicing fee receivables	60,520	7,405	Other liabilities	10,718	8,118
Ginnie Mae EBO servicer advances receivable, net[(B)]	8,916	14,829		$ 239,114	$ 205,444
Due from servicers	38,601	22,134			
Ocwen common stock, at fair value	19,259	—			
Prepaid expenses	7,308	9,487			
Other assets	21,240	4,269			
	$ 312,181	$ 244,498			

(A) Represents claims receivable from the FHA on EBO and reverse mortgage loans for which foreclosure has been completed and for which New Residential has made or intends to make a claim on the FHA guarantee.
(B) Represents an HLSS (Note 1) loan to a counterparty collateralized by servicer advances on Ginnie Mae EBO loans.

Servicer Advances Receivable — Represents servicer advances due to New Residential's servicer subsidiary, NRM (Note 5). The servicer advances receivable purchased in conjunction with MSRs are recorded with purchase discounts. Subsequent advances are recorded at cost, subject to impairment. Any related purchase discounts are accreted into servicing revenue, net (MSRs) or interest income (MSR financing receivables) on a straight-line basis over the estimated weighted average life of the advances.

Repurchase Agreements and Notes and Bonds Payable — New Residential's repurchase agreements are generally short-term debt that expire within one year. Such agreements and notes and bonds payable are carried at their contractual amounts, as specified by each repurchase or financing agreement, and generally treated as collateralized financing transactions.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, *Revenues from Contracts with Customers (Topic 606)*. The standard's core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. In effect, companies will be required to exercise further judgment and make more estimates prospectively. These may include identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. ASU No. 2014-09 is effective for New Residential in the first quarter of 2018. Early adoption is only permitted after December 31, 2016. Entities have the option of using either a full retrospective or a modified approach to adopt the guidance in ASU No. 2014-09. New Residential has evaluated the new guidance and determined that interest income, gains and losses on financial instruments and income from servicing residential mortgage loans are outside the scope of ASC No. 606. For income from servicing residential mortgage loans, New Residential considered that the FASB Transition Resource Group members generally agreed that an entity should look to ASC No. 860, Transfers and Servicing, to determine the appropriate accounting for these fees and ASC No. 606 contains a scope exception for contracts that fall under ASC No. 860. As a result, New Residential does not expect the adoption of ASU No. 2014-09 to have a material impact on its consolidated financial statements.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments - Overall (Subtopic 825-10) - Recognition and Measurement of Financial Assets and Financial Liabilities.* The standard: (i) requires that certain equity investments be measured at fair value, and modifies the assessment of impairment for certain other equity investments, (ii) changes certain disclosure requirements related to the fair value of financial instruments measured at amortized cost, (iii) changes certain disclosure requirements related to liabilities measured at fair value, (iv) requires separate presentation of financial assets and financial liabilities by measurement category and form of financial asset, and (v) clarifies that an entity should evaluate the need for a valuation allowance on a deferred tax asset related to available-for-sale securities in combination with the entity's other deferred tax assets. ASU No. 2016-01 is effective for New Residential in the first quarter of 2018. Early adoption is generally not permitted. An entity should apply ASU No. 2016-01 by means of a cumulative-effect adjustment to the balance sheet as of the beginning of the fiscal year of adoption. New Residential does not expect the adoption of ASU No. 2016-01 to have a material impact on its consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326) - Measurement of Credit Losses on Financial Instruments*. The standard requires that a financial asset measured at amortized cost basis be presented at the net amount expected to be collected, net of an allowance for all expected (rather than incurred) credit losses. The measurement of expected credit losses is based on relevant information about past events, including historical experience, current conditions, and reasonable and supportable forecasts that affect the collectibility of the reported amount. The standard also changes the accounting for purchased credit deteriorated assets and available-for-sale securities, which will require the recognition of credit losses through a valuation allowance when fair value is less than amortized cost, regardless of whether the impairment is considered to be other-than-temporary. ASU No. 2016-13 is effective for New Residential in the first quarter of 2020. Early adoption is permitted beginning in 2019. An entity should apply ASU No. 2016-13 by means of a cumulative-effect adjustment to the balance sheet as of the beginning of the fiscal year of adoption. New Residential is currently evaluating the new guidance to determine the impact it may have on its consolidated financial statements, which at the date of adoption is expected to increase the allowance for credit losses with a resulting negative adjustment to retained earnings.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230) - Classification of Certain Cash Receipts and Cash Payments.* The standard provides guidance on the treatment of certain transactions within the statement of cash flows. ASU No. 2016-15 is effective for New Residential in the first quarter of 2018. Early adoption is permitted. New Residential adopted ASU No. 2016-15 in the third quarter of 2016 and it did not have an impact on its consolidated financial statements.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes (Topic 740) - Intra-Entity Transfers of Assets Other Than Inventory*. The standard requires recognition of the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. ASU No. 2016-16 is effective for New Residential in the first quarter of 2018. Early adoption is permitted as of the beginning of an annual reporting period for which financial statements have not been issued. New Residential does not expect the adoption of ASU No. 2016-16 to have a material impact on its consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230) - Restricted Cash*. The standard requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash. ASU No. 2016-18 is effective for New Residential in the first quarter of 2018. Early adoption is permitted. New Residential adopted ASU No. 2016-18 in the fourth quarter of 2016 and has included changes in restricted cash in its statements of cash flows for all periods presented.

3. SEGMENT REPORTING

New Residential conducts its business through the following segments: (i) investments in Excess MSRs, (ii) investments in MSRs, (iii) Servicer Advance Investments, (iv) investments in real estate securities, (v) investments in residential mortgage loans, (vi) investments in consumer loans, and (vii) corporate. The corporate segment consists primarily of (i) general and administrative expenses, (ii) the management fees and incentive compensation related to the Management Agreement and (iii) corporate cash and related interest income. Securities owned by New Residential (Note 7) that are collateralized by servicer advances and consumer loans are included in the Servicer Advances and Consumer Loans segments, respectively. Secured corporate loans effectively collateralized by Excess MSRs are included in the Excess MSRs segment.

Summary financial data on New Residential's segments is given below, together with a reconciliation to the same data for New Residential as a whole:

	Servicing Related Assets			Residential Securities and Loans				
	Excess MSRs	MSRs	Servicer Advances	Real Estate Securities	Residential Mortgage Loans	Consumer Loans	Corporate	Total
Year Ended December 31, 2017								
Interest income	$ 103,053	$ 78,715	$ 531,645	$ 431,706	$ 110,087	$ 263,844	$ 629	$ 1,519,679
Interest expense	36,086	43,327	154,174	122,997	51,473	52,808	—	460,865
Net interest income (expense)	66,967	35,388	377,471	308,709	58,614	211,036	629	1,058,814
Impairment	—	—	—	10,334	12,593	63,165	—	86,092
Servicing revenue, net	—	424,349	—	—	—	—	—	424,349
Other income (loss)	18,919	66,608	89,034	(16,371)	16,175	28,075	5,346	207,786
Operating expenses	606	180,604	5,120	1,471	31,529	43,552	159,695	422,577
Income (Loss) Before Income Taxes	85,280	345,741	461,385	280,533	30,667	132,394	(153,720)	1,182,280
Income tax expense (benefit)	—	22,393	143,793	—	1,272	170	—	167,628
Net Income (Loss)	$ 85,280	$ 323,348	$ 317,592	$ 280,533	$ 29,395	$ 132,224	$ (153,720)	$ 1,014,652
Noncontrolling interests in income (loss) of consolidated subsidiaries	$ —	$ —	$ 11,227	$ —	$ —	$ 45,892	$ —	$ 57,119
Net income (loss) attributable to common stockholders	$ 85,280	$ 323,348	$ 306,365	$ 280,533	$ 29,395	$ 86,332	$ (153,720)	$ 957,533

	Servicing Related Assets			Residential Securities and Loans				
	Excess MSRs	MSRs	Servicer Advances	Real Estate Securities	Residential Mortgage Loans	Consumer Loans	Corporate	Total
December 31, 2017								
Investments	$ 1,345,478	$ 2,334,232	$ 4,027,379	$ 8,071,140	$ 2,544,984	$ 1,425,675	$ —	$ 19,748,888
Cash and cash equivalents	408	104,545	78,353	38,728	15,483	40,687	17,594	295,798
Restricted cash	13,153	30,454	60,516	—	—	46,129	—	150,252
Other assets	2,891	726,530	18,576	1,098,921	113,035	28,621	30,050	2,018,624
Total assets	$ 1,361,930	$ 3,195,761	$ 4,184,824	$ 9,208,789	$ 2,673,502	$ 1,541,112	$ 47,644	$ 22,213,562
Debt	$ 483,978	$ 1,761,011	$ 3,526,380	$ 6,534,300	$ 2,108,007	$ 1,332,854	$ —	$ 15,746,530
Other liabilities	1,033	194,465	(5,658)	1,200,905	23,917	6,596	249,612	1,670,870
Total liabilities	485,011	1,955,476	3,520,722	7,735,205	2,131,924	1,339,450	249,612	17,417,400
Total equity	876,919	1,240,285	664,102	1,473,584	541,578	201,662	(201,968)	4,796,162
Noncontrolling interests in equity of consolidated subsidiaries	—	—	71,491	—	—	34,466	—	105,957
Total New Residential stockholders' equity	$ 876,919	$ 1,240,285	$ 592,611	$ 1,473,584	$ 541,578	$ 167,196	$ (201,968)	$ 4,690,205
Investments in equity method investees	$ 171,765	$ —	$ —	$ —	$ —	$ 51,412	$ —	$ 223,177

	Servicing Related Assets			Residential Securities and Loans				
	Excess MSRs	MSRs	Servicer Advances	Real Estate Securities	Residential Mortgage Loans	Consumer Loans	Corporate	Total
Year Ended December 31, 2016								
Interest income	$ 150,141	$ —	$ 369,809	$ 265,862	$ 56,249	$ 232,750	$ 1,924	$ 1,076,735
Interest expense	19,160	—	224,879	49,283	25,675	54,427	—	373,424
Net interest income (expense)	130,981	—	144,930	216,579	30,574	178,323	1,924	703,311
Impairment	—	—	—	10,264	23,870	53,846	—	87,980
Servicing revenue, net	—	118,169	—	—	—	—	—	118,169
Other income (loss)	11,398	—	(4,624)	(47,747)	26,779	76,518	13	62,337
Operating expenses	1,259	10,693	3,724	1,480	14,961	39,466	102,627	174,210
Income (Loss) Before Income Taxes	141,120	107,476	136,582	157,088	18,522	161,529	(100,690)	621,627
Income tax expense (benefit)	—	15,683	21,036	—	2,117	75	—	38,911
Net Income (Loss)	$ 141,120	$ 91,793	$ 115,546	$ 157,088	$ 16,405	$ 161,454	$ (100,690)	$ 582,716
Noncontrolling interests in income (loss) of consolidated subsidiaries	$ —	$ —	$ 40,136	$ —	$ —	$ 38,127	$ —	$ 78,263
Net income (loss) attributable to common stockholders	$ 141,120	$ 91,793	$ 75,410	$ 157,088	$ 16,405	$ 123,327	$ (100,690)	$ 504,453

	Servicing Related Assets			Residential Securities and Loans				
	Excess MSRs	MSRs	Servicer Advances	Real Estate Securities	Residential Mortgage Loans	Consumer Loans	Corporate	Total
December 31, 2016								
Investments	$ 1,594,243	$ 659,483	$ 5,806,740	$ 4,973,711	$ 947,017	$ 1,799,486	$ —	$ 15,780,680
Cash and cash equivalents	2,225	95,840	94,368	8,405	5,366	27,962	56,436	290,602
Restricted cash	24,538	—	82,122	—	—	56,435	—	163,095
Other assets	2,404	75,102	180,705	1,753,076	100,951	35,921	16,993	2,165,152
Total assets	$ 1,623,410	$ 830,425	$ 6,163,935	$ 6,735,192	$ 1,053,334	$ 1,919,804	$ 73,429	$ 18,399,529
Debt	$ 729,145	$ —	$ 5,698,160	$ 4,203,249	$ 783,006	$ 1,767,676	$ —	$ 13,181,236
Other liabilities	2,189	132,417	24,123	1,394,682	22,689	6,382	167,634	1,750,116
Total liabilities	731,334	132,417	5,722,283	5,597,931	805,695	1,774,058	167,634	14,931,352
Total equity	892,076	698,008	441,652	1,137,261	247,639	145,746	(94,205)	3,468,177
Noncontrolling interests in equity of consolidated subsidiaries	—	—	173,057	—	—	35,020	—	208,077
Total New Residential stockholders' equity	$ 892,076	$ 698,008	$ 268,595	$ 1,137,261	$ 247,639	$ 110,726	$ (94,205)	$ 3,260,100
Investments in equity method investees	$ 194,788	$ —	$ —	$ —	$ —	$ —	$ —	$ 194,788

	Servicing Related Assets		Residential Securities and Loans				
	Excess MSRs	Servicer Advances	Real Estate Securities	Residential Mortgage Loans	Consumer Loans	Corporate	Total
Year Ended December 31, 2015							
Interest income	$ 134,565	$ 354,616	$ 110,123	$ 43,180	$ 1	$ 2,587	$ 645,072
Interest expense	11,625	216,837	18,230	21,510	1,615	4,196	274,013
Net interest income (expense)	122,940	137,779	91,893	21,670	(1,614)	(1,609)	371,059
Impairment	—	—	5,788	18,596	—	—	24,384
Other income (loss)	72,802	(53,426)	(33,604)	15,405	43,954	(3,102)	42,029
Operating expenses	1,101	14,316	1,227	13,415	228	87,536	117,823
Income (Loss) Before Income Taxes	194,641	70,037	51,274	5,064	42,112	(92,247)	270,881
Income tax expense (benefit)	—	(8,127)	—	(3,199)	325	—	(11,001)
Net Income (Loss)	$ 194,641	$ 78,164	$ 51,274	$ 8,263	$ 41,787	$ (92,247)	$ 281,882
Noncontrolling interests in income of consolidated subsidiaries	$ —	$ 18,407	$ —	$ —	$ —	$ (5,161)	$ 13,246
Net income (loss) attributable to common stockholders	$ 194,641	$ 59,757	$ 51,274	$ 8,263	$ 41,787	$ (87,086)	$ 268,636

4. INVESTMENTS IN EXCESS MORTGAGE SERVICING RIGHTS

The following table presents activity related to the carrying value of New Residential's direct investments in Excess MSRs:

	Servicer			
	Nationstar	SLS[(A)]	Ocwen[(B)]	Total
Balance as of December 31, 2015	$ 698,304	$ 5,307	$ 877,906	$ 1,581,517
Purchases	—	124	—	124
Interest income	63,772	(244)	86,613	150,141
Other income	2,802	—	—	2,802
Proceeds from repayments	(145,186)	(1,015)	(181,631)	(327,832)
Change in fair value	(8,399)	(237)	1,339	(7,297)
Balance as of December 31, 2016	611,293	3,935	784,227	1,399,455
Purchases	—	—	—	—
Interest income	46,393	(191)	56,851	103,053
Other income	2,384	—	1,993	4,377
Proceeds from repayments	(120,485)	(1,400)	(130,122)	(252,007)
Proceeds from sales	(13,505)	—	—	(13,505)
Change in fair value	6,153	569	(2,400)	4,322
Ocwen Transaction (Note 5)	—	—	(71,982)	(71,982)
Balance as of December 31, 2017	$ 532,233	$ 2,913	$ 638,567	$ 1,173,713

(A) Specialized Loan Servicing LLC ("SLS").
(B) Ocwen Loan Servicing LLC, a subsidiary of Ocwen, services the loans underlying the Excess MSRs and Servicer Advance Investments acquired from HLSS (Note 1).

In July 2017, New Residential entered into the Ocwen Transaction as described in Note 5. Subsequent to the Ocwen Transaction, the Excess MSRs formerly serviced by Ocwen become reclassified, as described in Note 5, as the underlying MSRs are transferred to NRM.

Nationstar, SLS, or Ocwen, as applicable, as servicer, performs all of the servicing and advancing functions, and retains the ancillary income, servicing obligations and liabilities as the servicer of the underlying loans in the portfolio.

New Residential has entered into a "recapture agreement" with respect to each of the Excess MSR investments serviced by Nationstar and SLS. Under such arrangements, New Residential is generally entitled to a pro rata interest in the Excess MSRs on any initial or subsequent refinancing by Nationstar of a loan in the original portfolio. New Residential has a similar recapture agreement with Ocwen; however, this agreement allows for Ocwen to retain the Excess MSR on recaptured loans up to a threshold and no payments have been made to New Residential under such arrangement to date. These recapture agreements do not apply to New Residential's Servicer Advance Investments (Note 6).

New Residential elected to record its investments in Excess MSRs at fair value pursuant to the fair value option for financial instruments in order to provide users of the financial statements with better information regarding the effects of prepayment risk and other market factors on the Excess MSRs.

The following is a summary of New Residential's direct investments in Excess MSRs:

	December 31, 2017						
	UPB of Underlying Mortgages	Interest in Excess MSR			Weighted Average Life Years[A]	Amortized Cost Basis[B]	Carrying Value[C]
		New Residential[D]	Fortress-managed funds	Nationstar			
Agency							
Original and Recaptured Pools	$ 63,839,281	32.5% - 66.7% (53.5%)	0.0% - 40.0%	20.0% - 35.0%	5.8	$ 249,003	$ 280,033
Recapture Agreements	—	32.5% - 66.7% (53.5%)	0.0% - 40.0%	20.0% - 35.0%	11.4	18,944	44,603
	63,839,281				6.2	267,947	324,636
Non-Agency[E]							
Nationstar and SLS Serviced:							
Original and Recaptured Pools	$ 64,146,430	33.3% - 100.0% (59.6%)	0.0% - 50.0%	0.0% - 33.3%	5.4	$ 154,938	$ 190,696
Recapture Agreements	—	33.3% - 100.0% (59.6%)	0.0% - 50.0%	0.0% - 33.3%	11.3	7,489	19,814
Ocwen Serviced Pools	89,135,588	100.0%	—%	—%	6.5	598,149	638,567
	153,282,018				6.3	760,576	849,077
Total	$ 217,121,299				6.3	$ 1,028,523	$ 1,173,713

	December 31, 2016						
	UPB of Underlying Mortgages	Interest in Excess MSR			Weighted Average Life Years[A]	Amortized Cost Basis[B]	Carrying Value[C]
		New Residential[D]	Fortress-managed funds	Nationstar			
Agency							
Original and Recaptured Pools	$ 78,295,454	32.5% - 66.7% (53.3%)	0.0% - 40.0%	20.0% - 35.0%	5.9	$ 296,508	$ 330,323
Recapture Agreements	—	32.5% - 66.7% (53.3%)	0.0% - 40.0%	20.0% - 35.0%	12.3	25,524	51,434
	78,295,454				6.4	322,032	381,757
Non-Agency[E]							
Nationstar and SLS Serviced:							
Original and Recaptured Pools	$ 78,209,375	33.3% - 100.0% (59.4%)	0.0% - 50.0%	0.0% - 33.3%	5.2	$ 183,775	$ 219,980
Recapture Agreements	—	33.3% - 100.0% (59.4%)	0.0% - 50.0%	0.0% - 33.3%	12.2	11,370	13,491
Ocwen Serviced Pools	121,471,168	100.0%	—%	—%	6.6	741,411	784,227
	199,680,543				6.4	936,556	1,017,698
Total	$ 277,975,997				6.4	$ 1,258,588	$ 1,399,455

(A) Weighted Average Life represents the weighted average expected timing of the receipt of expected cash flows for this investment.
(B) The amortized cost basis of the recapture agreements is determined based on the relative fair values of the recapture agreements and related Excess MSRs at the time they were acquired.
(C) Carrying Value represents the fair value of the pools or recapture agreements, as applicable.
(D) Amounts in parentheses represent weighted averages.
(E) New Residential also invested in related Servicer Advance Investments, including the basic fee component of the related MSR as of December 31, 2017 and 2016 (Note 6) on $139.5 billion and $186.4 billion UPB, respectively, underlying these Excess MSRs.

Changes in fair value recorded in other income is comprised of the following:

	Year Ended December 31,		
	2017	2016	2015
Original and Recaptured Pools	$ (5,630)	$ (11,221)	$ 34,936
Recapture Agreements	9,952	3,924	3,707
	$ 4,322	$ (7,297)	$ 38,643

As of December 31, 2017 and 2016, weighted average discount rates of 8.9% and 9.8%, respectively, were used to value New Residential's investments in Excess MSRs (directly and through equity method investees).

New Residential entered into investments in joint ventures ("Excess MSR joint ventures") jointly controlled by New Residential and Fortress-managed funds investing in Excess MSRs. New Residential elected to record these investments at fair value pursuant to the fair value option for financial instruments to provide users of the financial statements with better information regarding the effects of prepayment risk and other market factors.

The following tables summarize the financial results of the Excess MSR joint ventures, accounted for as equity method investees, held by New Residential:

	December 31,	
	2017	**2016**
Excess MSR assets	$ 321,197	$ 372,391
Other assets	22,333	17,184
Other liabilities	—	—
Equity	$ 343,530	$ 389,575
New Residential's investment	$ 171,765	$ 194,788
New Residential's ownership	50.0%	50.0%

	Year Ended December 31,		
	2017	**2016**	**2015**
Interest income	$ 27,450	$ 36,502	$ 51,811
Other income (loss)	(2,149)	(3,359)	10,615
Expenses	(68)	(91)	(107)
Net income	$ 25,233	$ 33,052	$ 62,319

New Residential's investments in equity method investees changed during the years ended December 31, 2017 and 2016 as follows:

	2017	**2016**
Balance at beginning of period	$ 194,788	$ 217,221
Contributions to equity method investees	—	—
Distributions of earnings from equity method investees	(13,668)	(22,046)
Distributions of capital from equity method investees	(21,972)	(16,913)
Change in fair value of investments in equity method investees	12,617	16,526
Balance at end of period	$ 171,765	$ 194,788

The following is a summary of New Residential's Excess MSR investments made through equity method investees:

	December 31, 2017					
	Unpaid Principal Balance	**Investee Interest in Excess MSR[A]**	**New Residential Interest in Investees**	**Amortized Cost Basis[B]**	**Carrying Value[C]**	**Weighted Average Life (Years)[D]**
Agency						
Original and Recaptured Pools	$ 50,501,054	66.7%	50.0%	$ 209,924	$ 271,785	5.7
Recapture Agreements	—	66.7%	50.0%	23,571	49,412	11.4
Total	$ 50,501,054			$ 233,495	$ 321,197	6.3

	December 31, 2016					
	Unpaid Principal Balance	**Investee Interest in Excess MSR[A]**	**New Residential Interest in Investees**	**Amortized Cost Basis[B]**	**Carrying Value[C]**	**Weighted Average Life (Years)[D]**
Agency						
Original and Recaptured Pools	$ 60,677,300	66.7%	50.0%	$ 247,105	$ 314,401	5.8
Recapture Agreements	—	66.7%	50.0%	29,974	57,990	12.2
	$ 60,677,300			$ 277,079	$ 372,391	6.5

(A) The remaining interests are held by Nationstar.
(B) Represents the amortized cost basis of the equity method investees in which New Residential holds a 50% interest. The amortized cost basis of the recapture agreements is determined based on the relative fair values of the recapture agreements and related Excess MSRs at the time they were acquired.
(C) Represents the carrying value of the Excess MSRs held in equity method investees, in which New Residential holds a 50% interest. Carrying value represents the fair value of the pools or recapture agreements, as applicable.
(D) The weighted average life represents the weighted average expected timing of the receipt of cash flows of each investment.

The table below summarizes the geographic distribution of the underlying residential mortgage loans of the Excess MSR investments:

	Aggregate Direct and Equity Method Investees	
	Percentage of Total Outstanding Unpaid Principal Amount	
	December 31,	
State Concentration	**2017**	**2016**
California	24.0%	24.1%
Florida	8.7%	8.6%
New York	8.5%	7.9%
Texas	4.6%	4.6%
New Jersey	4.1%	4.2%
Maryland	3.7%	3.7%
Illinois	3.5%	3.5%
Georgia	3.1%	3.1%
Virginia	3.0%	3.1%
Massachusetts	2.7%	2.7%
Pennsylvania	2.6%	2.5%
Arizona	2.5%	2.5%
Other U.S.	29.0%	29.5%
	100.0%	100.0%

Geographic concentrations of investments expose New Residential to the risk of economic downturns within the relevant states. Any such downturn in a state where New Residential holds significant investments could affect the underlying borrower's ability to make mortgage payments and therefore could have a meaningful, negative impact on the Excess MSRs.

See Note 11 regarding the financing of Excess MSRs.

5. INVESTMENTS IN MORTGAGE SERVICING RIGHTS AND MORTGAGE SERVICING RIGHTS FINANCING RECEIVABLES

Mortgage Servicing Rights

In 2016, a subsidiary of New Residential, New Residential Mortgage LLC ("NRM"), became a licensed or otherwise eligible mortgage servicer. NRM is presently licensed or otherwise eligible to hold MSRs in all states within the United States and the District of Columbia. Additionally, NRM has received approval from the FHA to hold MSRs associated with FHA-insured mortgage loans, from the Federal National Mortgage Association ("Fannie Mae") to hold MSRs associated with loans owned by Fannie Mae, and from the Federal Home Loan Mortgage Corporation ("Freddie Mac") to hold MSRs associated with loans owned by Freddie Mac. Fannie Mae and Freddie Mac are collectively referred to as the Government Sponsored Enterprises ("GSEs"). As

an approved Fannie Mae Servicer, Freddie Mac Servicer and FHA-approved mortgagee, NRM is required to conduct aspects of its operations in accordance with applicable policies and guidelines published by FHA, Fannie Mae and Freddie Mac in order to maintain those approvals. As of December 31, 2017, NRM is in compliance with such policies and guidelines, as well as with other ongoing requirements applicable to mortgage loan servicers under applicable state and federal laws. NRM engages third party licensed mortgage servicers as subservicers to perform the operational servicing duties in connection with the MSRs it acquires, in exchange for a subservicing fee which is recorded as "Subservicing expense" on New Residential's Consolidated Statements of Income. As of December 31, 2017, these subservicers include Nationstar, Ditech, PHH, Ocwen, Flagstar, and Citi, which subservice 41.2%, 29.9%, 20.9%, 6.3%, 1.1%, and 0.6% of the underlying UPB of the related mortgages, respectively (includes both Mortgage Servicing Rights and Mortgage Servicing Rights Financing Receivables).

New Residential has entered into recapture agreements with respect to each of its MSR investments subserviced by Ditech (defined below) and Nationstar. Under the recapture agreements, New Residential is generally entitled to the MSRs on any initial or subsequent refinancing by Ditech or Nationstar of a loan in the original portfolios.

Walter MSRs

On August 8, 2016, NRM entered into a flow and bulk agreement for the purchase and sale of mortgage servicing rights (the "Walter Purchase Agreement") with Ditech Financial LLC ("Ditech"), a subsidiary of Walter Investment Management Corp. During the year ended December 31, 2016, pursuant to the Walter Purchase Agreement, NRM purchased MSRs, and related servicer advances receivable, with respect to certain Fannie Mae residential mortgage loans with a total UPB of $32.3 billion for a purchase price of approximately $211.4 million. During the year ended December 31, 2017, pursuant to the Walter Purchase Agreement, NRM purchased Walter Flow MSRs with respect to certain Fannie Mae and Freddie Mac residential mortgage loans with a total UPB of $9.3 billion for a purchase price of approximately $73.3 million. Ditech subservices the related residential mortgage loans.

On November 10, 2016, NRM and Walter Capital Opportunity, LP and its subsidiaries entered into an agreement to purchase the MSRs, and related servicer advances receivable, with respect to a pool of existing Fannie Mae and Freddie Mac residential mortgage loans with a total UPB of approximately $32.5 billion for a purchase price of approximately $244.3 million. Ditech subservices the related residential mortgage loans.

FirstKey MSRs

On December 1, 2016, NRM and FirstKey Mortgage, LLC ("FirstKey") entered into an agreement (the "FirstKey Purchase Agreement") to purchase the MSRs, and related servicer advances receivable, with respect to a pool of existing Fannie Mae and Freddie Mac residential mortgage loans with an aggregate total UPB of approximately $12.5 billion for a purchase price of approximately $89.1 million. The purchase settled in December 2016. Flagstar and Nationstar subservice the related residential mortgage loans, as described below.

Citi MSRs

On January 27, 2017, NRM entered into an agreement with CitiMortgage, Inc. ("Citi") to purchase the MSRs and related servicer advances receivable (the "Citi Transaction") with respect to a pool of seasoned Fannie Mae and Freddie Mac residential mortgage loans with approximately $92.5 billion in total UPB for a purchase price of approximately $906.0 million, with a purchase price holdback of approximately $45.3 million. The purchase settled in March 2017. As of December 31, 2017, Nationstar subservices primarily all of the related residential mortgage loans.

United Shore MSRs

On January 31, 2017, NRM entered into an agreement with United Shore Financial Services, LLC ("United Shore") to purchase the MSRs, and related servicer advances receivable, with respect to a pool of existing Fannie Mae and Freddie Mac residential mortgage loans with approximately $9.8 billion in total UPB for a purchase price of approximately $94.8 million, with a purchase price holdback of approximately $9.5 million. The purchase settled in February 2017, and subservicing transferred to Nationstar during March and April 2017. On August 8, 2017, NRM entered into an agreement with United Shore to purchase the MSRs, and related servicer advances receivable, with respect to a pool of existing Fannie Mae and Freddie Mac residential mortgage loans with approximately $2.1 billion in total UPB for a purchase price of approximately $19.7 million, with a purchase price holdback

of approximately $2.0 million. The purchase settled in August 2017. Nationstar subservices the related residential mortgage loans, as described below.

RCS Transaction

On February 17, 2017, NRM entered into an agreement with Residential Credit Solutions, Inc. ("RCS") to purchase the MSRs, and related servicer advances receivable, with respect to a pool of existing Fannie Mae and Freddie Mac residential mortgage loans with approximately $5.2 billion in total UPB for a purchase price of approximately $48.6 million with a purchase price holdback of approximately $4.9 million. The purchase settled in February and March 2017. Ditech subservices the related residential mortgage loans.

Subservicing Agreements

On January 27, 2017, NRM entered into agreements pursuant to which Nationstar will subservice certain MSR portfolios on behalf of NRM, subject to GSE and other regulatory approvals. In 2017, subservicing duties for a portion of the residential mortgage loans related to the FirstKey MSRs and Citi MSRs, respectively, were transferred to Nationstar from FirstKey and Citi, respectively. On May 16, 2017, NRM entered into a subservicing agreement with Flagstar Bank, FSB ("Flagstar"). Flagstar was the predecessor subservicer of the remaining portion of the residential mortgage loans related to the FirstKey MSRs. The subservicing duties transferred to Flagstar in May 2017.

New Residential records its investments in MSRs at fair value at acquisition and has elected to subsequently measure at fair value pursuant to the fair value measurement method.

Servicing revenue, net recognized by New Residential related to its investments in MSRs was comprised of the following:

	Year Ended December 31,	
	2017	**2016**
Servicing fee revenue	$ 412,971	$ 29,168
Ancillary and other fees	79,050	676
Servicing fee revenue and fees	492,021	29,844
Amortization of servicing rights	(223,167)	(15,354)
Change in valuation inputs and assumptions	155,495	103,679
Servicing revenue, net	$ 424,349	$ 118,169

The following table presents activity related to the carrying value of New Residential's investments in MSRs:

Balance as of December 31, 2015	$ —
Purchases	571,158
Amortization of servicing rights[(A)]	(15,354)
Change in valuation inputs and assumptions	103,679
Balance as of December 31, 2016	$ 659,483
Purchases	1,143,693
Amortization of servicing rights[(A)]	(223,167)
Change in valuation inputs and assumptions	155,495
Balance as of December 31, 2017	$ 1,735,504

(A) Based on the ratio of the current UPB of the underlying residential mortgage loans relative to the original UPB of the underlying residential mortgage loans.

The following is a summary of New Residential's investments in MSRs as of December 31, 2017 and 2016:

	UPB of Underlying Mortgages	Weighted Average Life (Years)[A]	Amortized Cost Basis	Carrying Value[B]
2017				
Agency	$ 172,392,496	6.3	$ 1,476,330	$ 1,735,504
Non-Agency	61,654	5.6	—	—
Total	$ 172,454,150	6.3	$ 1,476,330	$ 1,735,504
2016				
Agency	$ 79,935,302	7.0	$ 555,804	$ 659,483

(A) Weighted Average Life represents the weighted average expected timing of the receipt of expected cash flows for this investment.
(B) Carrying Value represents fair value. As of December 31, 2017 and 2016, weighted average discount rates of 9.1% and 12.0%, respectively, were used to value New Residential's investments in MSRs.

Mortgage Servicing Rights Financing Receivables

PHH Transaction

On December 28, 2016, NRM entered into an agreement with PHH Corporation (together with its subsidiaries, including PHH Mortgage Corporation, "PHH") to purchase the MSRs, and related servicer advances receivables, with respect to approximately $60.1 billion in total UPB of seasoned Agency and private-label residential mortgage loans for a purchase price of approximately $502.5 million. The purchase settled in stages during 2017. As of December 31, 2017, MSRs, and related servicer advances receivables, with respect to private-label residential mortgage loans of approximately $6.0 billion in total UPB with a purchase price of approximately $35.5 million had not been settled. Concurrently with the purchase agreement, NRM entered into a subservicing agreement with PHH, pursuant to which PHH Mortgage, a wholly owned subsidiary of PHH, subservices the residential mortgage loans underlying the MSRs acquired by NRM for an initial term of three years, subject to certain conditions. New Residential has entered into a recapture agreement with respect to each of its MSR investments subserviced by PHH. Under the recapture agreement, New Residential is generally entitled to the MSRs on any initial or subsequent refinancing by PHH of a loan in the original portfolio.

As a result of the length of the initial term of the related subservicing agreement between NRM and PHH, although the MSRs were legally sold, solely for accounting purposes New Residential determined that substantially all of the risks and rewards inherent in owning the MSRs had not been transferred to NRM, and that the purchase agreement would not be treated as a sale under GAAP. Therefore, rather than recording an investment in MSRs, New Residential has recorded an investment in mortgage servicing rights financing receivables. Income from this investment (net of subservicing fees) is recorded as interest income, and New Residential has elected to measure the investment at fair value, with changes in fair value flowing through Change in fair value of investments in mortgage servicing rights financing receivables in the Consolidated Statements of Income.

Ocwen Transaction

On July 23, 2017, New Residential entered into a series of agreements with Ocwen that supersede the arrangements among the parties set forth in (i) the Master Servicing Rights Purchase Agreement, dated as of October 1, 2012, as amended by Amendment No. 1 to Master Servicing Rights Purchase Agreement and Sale Supplements, dated as of December 26, 2012, and Amendment No. 2 to Master Servicing Rights Purchase Agreement and Sale Supplements, dated as of April 6, 2015 (as so amended, the "Original Ocwen MSR Purchase Agreement"), and (ii) certain sale supplements to the Original Ocwen MSR Purchase Agreement, as amended by Amendment No. 1 to Master Servicing Rights Purchase Agreement and Sale Supplements, dated as of December 26, 2012, Amendment to Sale Supplements dated as of July 1, 2013, Amendment to Sale Supplement, dated as of September 30, 2013, Amendment to Sale Supplements, dated as of February 4, 2014, Amendment No. 2 to Master Servicing Rights Purchase Agreement and Sale Supplements, dated as of April 6, 2015, and February Amendment, dated as of February 17, 2017 (as so amended, the "Original Ocwen Sale Supplements" and, together with the Original Ocwen MSR Purchase Agreement, the "Original Ocwen Agreements"). These transactions (collectively, the "Ocwen Transaction") are described in further detail below.

In addition, pursuant to a Transaction Agreement dated July 23, 2017, New Residential acquired from Ocwen in a private placement 6,075,510 shares of Ocwen common stock, par value $0.01 per share, at a price per share of $2.29, for a total of approximately $13.9 million (Note 2).

On July 23, 2017, Ocwen and New Residential entered into a Master Agreement (the "Ocwen Master Agreement") and a Transfer Agreement (the "Ocwen Transfer Agreement") pursuant to which Ocwen and New Residential agreed to undertake certain actions to facilitate the transfer from Ocwen to New Residential of Ocwen's remaining interests in the mortgage servicing rights relating to loans with an aggregate unpaid principal balance of approximately $110.0 billion that are subject to the Original Ocwen Agreements (the "Ocwen Subject MSRs") and with respect to which New Residential holds the Rights to MSRs (as defined in the Original Ocwen Agreements).

The Ocwen Master Agreement provides for, among other things, the following:

- The parties will cooperate to obtain any third party consents required to transfer Ocwen's remaining interests in the Ocwen Subject MSRs to New Residential.
- Upon obtaining the required third party consents and each Ocwen Subject MSR ceasing to be a Deferred Servicing Agreement (as defined in the Original Ocwen Agreements) covered under the Original Ocwen Agreements, New Residential will make a lump sum payment to Ocwen. These lump sum payments may total up to approximately $400.0 million in the aggregate if all of the Ocwen Subject MSRs are transferred to New Residential.
- Upon transfer, Ocwen will subservice the mortgage loans related to such Ocwen Subject MSRs pursuant to the Ocwen Subservicing Agreement (as defined below).
- In the event that the required third party consents are not obtained within one year (by July 23, 2018) or such earlier date mutually agreed to by the parties, the applicable Ocwen Subject MSRs may (i) become subject to a new mortgage servicing rights agreement to be negotiated between Ocwen and New Residential, (ii) be acquired by Ocwen at a price determined in accordance with the terms of the Ocwen Master Agreement, (iii) be sold to one or more third parties in accordance with the terms of the Ocwen Master Agreement, or (iv) remain subject to the Original Ocwen Agreements.
- New Residential agrees to up to an eighteen month standstill (until January 23, 2019), subject to certain conditions, of its rights with respect to certain Ocwen Subject MSRs under the Original Ocwen Agreements to replace Ocwen as named servicer upon the occurrence of certain specified termination events. New Residential will permanently waive such rights if a specified percentage of the Ocwen Subject MSRs have been transferred to NRM or are not otherwise subject to the Original Ocwen Agreements before the end of the period contemplated by the Ocwen Master Agreement.
- The resolution of certain payment obligations by New Residential and Ocwen under the terms of the Original Ocwen Agreements.

Pursuant to the Ocwen Transfer Agreement, Ocwen agreed to transfer its legal title and any other remaining interest in certain mortgage servicing rights to New Residential upon satisfaction of customary conditions precedent. The Ocwen Transfer Agreement contains customary representations, warranties, covenants and indemnification obligations of Ocwen as transferor of the Ocwen Subject MSRs.

On July 23, 2017, New Residential and Ocwen entered into a subservicing agreement (the "Ocwen Subservicing Agreement") pursuant to which Ocwen will subservice the mortgage loans related to the Ocwen Subject MSRs that are transferred to New

Residential pursuant to the Ocwen Master Agreement and Ocwen Transfer Agreement. The Ocwen Subservicing Agreement contains customary representations, warranties, covenants and indemnification obligations of Ocwen as subservicer and prior servicer. In consideration for subservicing such mortgage loans, Ocwen will receive a fixed subservicing fee and certain other customary ancillary compensation as set forth in the Ocwen Subservicing Agreement. The initial term of the Ocwen Subservicing Agreement is five years. At any time during the initial term, New Residential may terminate the agreement for convenience, subject to Ocwen's right to receive a termination fee (amortizing monthly during the initial term) and proper notice. Following the initial term, New Residential may extend the term of the Ocwen Subservicing Agreement for additional three month periods by delivering written notice to Ocwen of its desire to extend such contract thirty days prior to the end of such three month period. Furthermore, at any time following the initial term, the Ocwen Subservicing Agreement may be canceled by Ocwen at the end of each twelve month period following the initial term by delivering proper notice. In addition, New Residential and Ocwen each have the ability to terminate the agreement for cause if certain events specified in the Ocwen Subservicing Agreement occur. If either New Residential or Ocwen terminates the agreement for cause, the other party is required to pay certain fees and costs as set forth in the agreement. If New Residential exercises an early termination provision in a securitization transaction during the initial term and elects not to retain Ocwen as servicer following such early termination with respect to the related mortgage loans, New Residential may be required to pay an exit fee to Ocwen (which decreases monthly during the initial term). The subservicing fees payable by New Residential to Ocwen under the Ocwen Subservicing Agreement are expected to be less than the fees that would have been payable by New Residential under the Original Ocwen Agreements.

As of December 31, 2017, MSRs representing approximately $14.8 billion UPB of underlying loans have been transferred pursuant to the Ocwen Transaction, and MSRs representing approximately $86.8 billion UPB of underlying loans remain to be transferred (after paydowns and other factors). Through December 31, 2017, $54.6 million of related lump sum payments have been made or accrued by New Residential to Ocwen. Upon transfer, any interests already held by New Residential are reclassified (from Excess MSRs or Servicer Advance Investments) to become part of the basis of the MSR financing receivables held by NRM. As a result of the length of the initial term of the related subservicing agreement between NRM and Ocwen, although the MSRs were legally sold, solely for accounting purposes New Residential determined that substantially all of the risks and rewards inherent in owning the MSRs had not been transferred to NRM, and that the purchase agreement would not be treated as a sale under GAAP. Therefore, rather than recording an investment in MSRs, New Residential has recorded an investment in mortgage servicing rights financing receivables. Income from this investment (net of subservicing fees) is recorded as interest income, and New Residential has elected to measure the investment at fair value, with changes in fair value flowing through Change in fair value of investments in mortgage servicing rights financing receivables in the Consolidated Statements of Income.

On August 28, 2017, New Residential Sales Corp. (together with any other future licensed real estate brokerage subsidiary of New Residential, "NRZ Brokerage"), a licensed real estate brokerage subsidiary of New Residential, entered into a Cooperative Brokerage Agreement (the "Altisource Brokerage Agreement") with REALHome Services and Solutions, Inc. and REALHome Services and Solutions - CT, Inc. (collectively, "RHSS"), two licensed real estate brokerage subsidiaries of Altisource Portfolio Solutions S.A. (together with its subsidiaries, "Altisource"). Under the Altisource Brokerage Agreement, RHSS will exclusively provide marketing and listing services for REO properties included in certain MSR portfolios acquired, or to be acquired, by New Residential, including (i) an approximately $110 billion UPB (as of June 30, 2017) non-agency MSR portfolio that New Residential agreed to acquire from certain subsidiaries of Ocwen in July 2017 and certain other Ocwen-owned portfolios if New Residential were to acquire these portfolios from Ocwen in the future (collectively, the "Ocwen Portfolio"), and (ii) an approximately $6 billion UPB (as of June 30, 2017) non-agency MSR portfolio that New Residential agreed to acquire from certain subsidiaries of PHH in December 2016 (the "PHH Portfolio" and, together with the Ocwen Portfolio, the "Covered Portfolios"). Pursuant to the Altisource Brokerage Agreement, RHSS will begin to receive REO referrals from NRZ Brokerage as the Covered Portfolios are transferred to one or more subsidiaries of New Residential, subject to PHH's approval of Altisource as a vendor in the case of the PHH Portfolio. NRZ Brokerage will receive a referral commission for each REO property sold by RHSS on behalf of New Residential for which RHSS receives a commission under the Altisource Brokerage Agreement. The Altisource Brokerage Agreement, which extends through August 2025, establishes a direct relationship between the brokerages, irrespective of New Residential's subservicer.

On August 28, 2017, RHSS and Altisource also entered into a letter agreement with New Residential (the "Altisource Letter Agreement"), which provides for New Residential to directly appoint RHSS (or another real estate brokerage subsidiary designated by Altisource) to perform the real estate brokerage services with respect to REO properties in the Covered Portfolios, subject to certain specified exceptions, in the event that NRZ Brokerage does not refer the business to RHSS and in which case the designated Altisource brokerage subsidiary would retain the seller's brokerage commission.

Concurrently with the Altisource Brokerage Agreement and the Altisource Letter Agreement, Altisource executed a letter of intent with New Residential to enter into a services agreement (as amended, the "Altisource Services LOI"). Under the anticipated services agreement, to the extent allowable by law and other applicable contractual requirements, Altisource would provide certain fee-based services with respect to the Ocwen Portfolio, also through August 31, 2025. Pursuant to the Altisource Services LOI, the parties have agreed to negotiate in good faith toward the execution of a services agreement through and until February 28, 2018, such date to be automatically extended to March 31, 2018 if the parties are still negotiating in good faith at such time (such period, including as extended, the "Standstill Period"). Except for certain specified commitments, including those described above, all of the terms of the Altisource Services LOI are non-binding. There can be no assurance that the parties will reach an agreement with respect to the terms of a services agreement or that a services agreement will be entered into on a timely basis or at all.

RHSS has the right to terminate the Altisource Brokerage Agreement and the Altisource Letter Agreement upon ninety (90) days' notice (which period may be shortened by New Residential) if a services agreement is not signed between Altisource and New Residential during the Standstill Period. The Altisource Brokerage Agreement may otherwise only be terminated upon the occurrence of certain specified events. The Altisource Brokerage Agreement also includes standard vendor oversight and audit rights and reporting requirements. New Residential has agreed that, during such notice period and/or the Standstill Period, it will not replace or reduce the role of Altisource as a service provider with respect to transferred MSRs in the Ocwen Portfolio.

Interest income from investments in mortgage servicing rights financing receivables was comprised of the following:

	Year Ended December 31, 2017
Servicing fee revenue	$ 94,945
Ancillary and other fees	17,313
Less: subservicing expense	(33,686)
Interest income, investments in mortgage servicing rights financing receivables	$ 78,572

Change in fair value of investments in mortgage servicing rights financing receivables was comprised of the following:

	Year Ended December 31, 2017
Amortization of servicing rights	$ (43,190)
Change in valuation inputs and assumptions	109,584
Change in fair value of investments in mortgage servicing rights financing receivables	$ 66,394

The following table presents activity related to the carrying value of New Residential's investments in mortgage servicing rights financing receivables:

Balance as of December 31, 2016	$ —
Investments made	467,884
Ocwen Transaction	64,450
Amortization of servicing rights[(A)]	(43,190)
Change in valuation inputs and assumptions	109,584
Balance as of December 31, 2017	$ 598,728

(A) Based on the ratio of the current UPB of the underlying residential mortgage loans relative to the original UPB of the underlying residential mortgage loans.

The following is a summary of New Residential's investments in mortgage servicing rights financing receivables as of December 31, 2017:

	UPB of Underlying Mortgages	Weighted Average Life (Years)[A]	Amortized Cost Basis	Carrying Value[B]
Agency	$ 49,498,415	5.9	$ 428,657	$ 476,206
Non-Agency	14,846,478	5.6	60,487	122,522
Total	$ 64,344,893	5.8	$ 489,144	$ 598,728

(A) Weighted Average Life represents the weighted average expected timing of the receipt of expected cash flows for this investment.
(B) Carrying Value represents fair value. As of December 31, 2017, a weighted average discount rate of 9.4% was used to value New Residential's investments in mortgage servicing rights financing receivables.

The table below summarizes the geographic distribution of the underlying residential mortgage loans of the investments in MSRs and mortgage servicing rights financing receivables:

	Percentage of Total Outstanding Unpaid Principal Amount	
State Concentration	**December 31, 2017**	**December 31, 2016**
California	19.0%	20.5%
New York	6.3%	2.8%
Florida	6.0%	7.3%
Texas	5.7%	6.3%
New Jersey	5.2%	4.5%
Illinois	4.1%	4.1%
Massachusetts	3.8%	4.1%
Michigan	3.5%	3.1%
Pennsylvania	3.3%	2.9%
Virginia	3.1%	2.8%
Other U.S.	40.0%	41.6%
	100.0%	100.0%

Geographic concentrations of investments expose New Residential to the risk of economic downturns within the relevant states. Any such downturn in a state where New Residential holds significant investments could affect the underlying borrower's ability to make mortgage payments and therefore could have a meaningful, negative impact on the MSRs.

In connection with its investments in MSRs and MSR financing receivables, New Residential generally acquires any related outstanding servicer advances (not included in the purchase prices described above), which it records at fair value within servicer advances receivable upon acquisition.

In addition to receiving cash flows from the MSRs, NRM as servicer has the obligation to fund future servicer advances on the underlying pool of mortgages (Note 14). These servicer advances are recorded when advanced and are included in servicer advances receivable.

See Note 11 regarding the financing of MSRs.

6. SERVICER ADVANCE INVESTMENTS

In December 2013, New Residential and third-party co-investors, through a joint venture entity (Advance Purchaser LLC, the "Buyer") consolidated by New Residential, purchased the outstanding servicer advances related to a portfolio of residential

mortgage loans that is serviced by Nationstar and is a subset of the same portfolio of loans in which New Residential has invested in a portion of the Excess MSRs (Note 4), including the basic fee component of the related MSRs. In August 2017, New Residential purchased an additional 27.0% interest in the Buyer from third-party co-investors for an aggregate purchase price of $65.9 million. A taxable wholly-owned subsidiary of New Residential is the managing member of the Buyer and owned an approximately 72.8% interest in the Buyer as of December 31, 2017. As of December 31, 2017, noncontrolling third-party co-investors, owning the remaining interest in the Buyer, have funded capital commitments to the Buyer of $389.6 million and New Residential has funded capital commitments to the Buyer of $312.7 million. The Buyer may call capital up to the commitment amount on unfunded commitments and recall capital to the extent the Buyer makes a distribution to the co-investors, including New Residential. As of December 31, 2017, the third-party co-investors and New Residential had previously funded their commitments, however the Buyer may recall $309.1 million and $254.8 million of capital distributed to the third-party co-investors and New Residential, respectively. Neither the third-party co-investors nor New Residential is obligated to fund amounts in excess of their respective capital commitments, regardless of the capital requirements of the Buyer.

The Buyer has purchased servicer advances from Nationstar, is required to purchase all future servicer advances made with respect to this portfolio of loans from Nationstar, and receives cash flows from advance recoveries and the basic fee component of the related MSRs, net of compensation paid back to Nationstar in consideration of Nationstar's servicing activities. The compensation paid to Nationstar as of December 31, 2017 was approximately 9.3% of the basic fee component of the related MSRs plus a performance fee that represents a portion (up to 100%) of the cash flows in excess of those required for the Buyer to obtain a specified return on its equity.

New Residential also acquired a portion of the call rights related to this portfolio of loans.

In December 2014, New Residential agreed to acquire (the "SLS Transaction") 50% of the Excess MSRs and all of the servicer advances and related basic fee portion of the MSR, and a portion of the call rights related to a portfolio of residential mortgage loans which is serviced by SLS. Fortress-managed funds acquired the other 50% of the Excess MSRs. SLS services the loans in exchange for a servicing fee of 10.75 basis points ("bps") and an incentive fee (the "SLS Incentive Fee") which is based on the ratio of the outstanding servicer advances to the UPB of the underlying loans.

In April 2015, New Residential acquired Servicer Advance Investments and Excess MSRs in connection with the HLSS Acquisition (Note 1). Ocwen services the underlying loans in exchange for a servicing fee of 12% times the servicing fee collections of the underlying loans, which as of December 31, 2017 is equal to 6.1 bps times the UPB of the underlying loans, and an incentive fee which is reduced by LIBOR plus 2.75% per annum of the amount, if any, of servicer advances outstanding in excess of a defined target. In July 2017, New Residential entered into the Ocwen Transaction as described in Note 5. Subsequent to the Ocwen Transaction, the Servicer Advance Investments (including the related basic fee portion of the MSR) formerly serviced by Ocwen become reclassified, as described in Note 5, as the underlying MSRs are transferred to NRM.

In connection with the HLSS Acquisition, New Residential acquired from Ocwen the call rights related to the residential mortgage loans underlying the Excess MSRs and Servicer Advance Investments acquired from HLSS. New Residential continues to evaluate the call rights it acquired from Nationstar, SLS and Ocwen, and its ability to exercise such rights and realize the benefits therefrom are subject to a number of risks. The actual UPB of the residential mortgage loans on which New Residential can successfully exercise call rights and realize the benefits therefrom may differ materially from its initial assumptions.

All of New Residential's Servicer Advance Investments are comprised of outstanding servicer advances, the requirement to purchase all future servicer advances made with respect to a specified pool of residential mortgage loans, and the basic fee component of the related MSR. New Residential elected to record its Servicer Advance Investments, including the right to the basic fee component of the related MSRs, at fair value pursuant to the fair value option for financial instruments to provide users of the financial statements with better information regarding the effects of market factors.

The following is a summary of New Residential's Servicer Advance Investments, including the right to the basic fee component of the related MSRs:

	Amortized Cost Basis	Carrying Value[A]	Weighted Average Discount Rate	Weighted Average Yield	Weighted Average Life (Years)[B]	Change in Fair Value Recorded in Other Income for Year then Ended
December 31, 2017						
Servicer Advance Investments[C]	$ 3,924,003	$ 4,027,379	6.8%	7.3%	5.1	$ 84,418
December 31, 2016						
Servicer Advance Investments[C]	$ 5,687,635	$ 5,706,593	5.6%	5.5%	4.6	$ (7,768)

(A) Carrying value represents the fair value of the Servicer Advance Investments, including the basic fee component of the related MSRs.
(B) Weighted Average Life represents the weighted average expected timing of the receipt of expected net cash flows for this investment.
(C) Excludes asset-backed securities collateralized by servicer advances, which had an aggregate face amount of $100.0 million and an aggregate carrying value of $100.1 million as of December 31, 2016.

The following is additional information regarding the Servicer Advance Investments and related financing:

	UPB of Underlying Residential Mortgage Loans	Outstanding Servicer Advances	Servicer Advances to UPB of Underlying Residential Mortgage Loans	Face Amount of Notes and Bonds Payable	Loan-to-Value ("LTV")[A]		Cost of Funds[C]	
					Gross	Net[B]	Gross	Net
December 31, 2017								
Servicer Advance Investments[D]	$ 139,460,371	$ 3,581,876	2.6%	$ 3,461,718	93.2%	92.0%	3.3%	3.0%
December 31, 2016								
Servicer Advance Investments[D]	$ 186,362,657	$ 5,617,759	3.0%	$ 5,560,412	94.5%	93.4%	3.2%	2.8%

(A) Based on outstanding servicer advances, excluding purchased but unsettled servicer advances and certain deferred servicing fees ("DSF") on which New Residential receives financing. If New Residential were to include these DSF in the servicer advance balance, gross and net LTV as of December 31, 2017 would be 87.4% and 86.3%, respectively. Also excludes retained Non-Agency bonds with a current face amount of $80.0 million from the outstanding servicer advance debt. If New Residential were to sell these bonds, gross and net LTV as of December 31, 2017 would be 95.3% and 94.1%, respectively.
(B) Ratio of face amount of borrowings to par amount of servicer advance collateral, net of any general reserve.
(C) Annualized measure of the cost associated with borrowings. Gross Cost of Funds primarily includes interest expense and facility fees. Net Cost of Funds excludes facility fees.
(D) The following types of advances are included in the Servicer Advance Investments:

	December 31,	
	2017	2016
Principal and interest advances	$ 909,133	$ 1,489,929
Escrow advances (taxes and insurance advances)	1,636,381	2,613,050
Foreclosure advances	1,036,362	1,514,780
Total	$ 3,581,876	$ 5,617,759

Interest income recognized by New Residential related to its Servicer Advance Investments was comprised of the following:

	Year Ended December 31,		
	2017	2016	2015
Interest income, gross of amounts attributable to servicer compensation	$ 871,506	$ 922,006	$ 799,126
Amounts attributable to base servicer compensation[(A)]	(227,585)	(127,631)	(107,929)
Amounts attributable to incentive servicer compensation[(A)]	(115,565)	(430,025)	(338,881)
Interest income from Servicer Advance Investments[(A)]	$ 528,356	$ 364,350	$ 352,316

(A) Total interest income of $528.4 million for the year ended December 31, 2017 includes retrospective adjustments of $204.1 million, mainly due to changes in cash flow assumptions relating to the HLSS portfolio, including a change in the cost of subservicing assumption to 13 bps.

New Residential has determined that the Buyer is a VIE. The following table presents information on the assets and liabilities related to this consolidated VIE.

	As of December 31,	
	2017	2016
Assets		
Servicer advance investments, at fair value	$ 1,002,102	$ 1,731,633
Cash and cash equivalents	40,929	37,854
All other assets	13,011	19,799
Total assets[(A)]	$ 1,056,042	$ 1,789,286
Liabilities		
Notes and bonds payable	$ 789,979	$ 1,464,851
All other liabilities	3,308	5,187
Total liabilities[(A)]	$ 793,287	$ 1,470,038

(A) The creditors of the Buyer do not have recourse to the general credit of New Residential and the assets of the Buyer are not directly available to satisfy New Residential's obligations.

Others' interests in the equity of the Buyer is computed as follows:

	December 31,	
	2017	2016
Total Advance Purchaser LLC equity	$ 262,755	$ 319,248
Others' ownership interest	27.2%	54.2%
Others' interest in equity of consolidated subsidiary	$ 71,491	$ 173,057

Others' interests in the Buyer's net income (loss) is computed as follows:

	Year Ended December 31,		
	2017	2016	2015
Net Advance Purchaser LLC income	$ 23,604	$ 72,159	$ 33,180
Others' ownership interest as a percent of total[(A)]	47.6%	55.6%	55.5%
Others' interest in net income of consolidated subsidiaries	$ 11,227	$ 40,136	$ 18,407

(A) As a result, New Residential owned 52.4%, 44.4% and 44.5% of the Buyer, on average during the years ended December 31, 2017, 2016 and 2015, respectively.

See Note 11 regarding the financing of Servicer Advance Investments.

7. INVESTMENTS IN REAL ESTATE AND OTHER SECURITIES

"Agency" residential mortgage backed securities ("RMBS") are RMBS issued by a government sponsored enterprise, such as Fannie Mae or Freddie Mac. "Non-Agency" RMBS are issued by either public trusts or private label securitization entities.

Activities related to New Residential's investments in real estate and other securities were as follows:

	Year Ended December 31, 2017			Year Ended December 31, 2016	
	(in millions)			(in millions)	
	Treasury	Agency	Non-Agency	Agency	Non-Agency
Purchases					
Face	$ 1,552.0	$ 7,135.2	$ 7,606.5	$ 7,163.3	$ 5,431.6
Purchase Price	1,545.3	7,367.8	3,053.0	7,467.6	2,746.3
Sales					
Face	$ 690.0	$ 7,310.7	$ 235.1	$ 6,466.1	$ 332.5
Amortized Cost	687.2	7,536.6	164.3	6,749.4	284.7
Sale Price	686.7	7,539.6	182.4	6,740.0	266.6
Gain (Loss) on Sale	(0.5)	3.0	18.0	(9.4)	(18.1)

As of December 31, 2017, New Residential had sold and purchased $1.0 billion and $1.1 billion face amount of Agency RMBS for $1.0 billion and $1.1 billion, respectively, and purchased $45.0 million face amount of Non-Agency RMBS for $41.1 million, which had not yet been settled. These unsettled sales and purchases were recorded on the balance sheet on trade date as Trades Receivable and Trades Payable.

New Residential has exercised its call rights with respect to Non-Agency RMBS trusts and purchased performing and non-performing residential mortgage loans and REO contained in such trusts prior to their termination. In certain cases, New Residential sold portions of the purchased loans through securitizations, and retained bonds issued by such securitizations. In addition, New Residential received par on the securities issued by the called trusts which it owned prior to such trusts' termination. Refer to Note 8 for further details on these transactions.

The following is a summary of New Residential's real estate and other securities, all of which are classified as available-for-sale and are, therefore, reported at fair value with changes in fair value recorded in other comprehensive income, except for securities that are other-than-temporarily impaired and except for securities which New Residential elected to carry at fair value and record changes to valuation through the income statement.

			Gross Unrealized				Weighted Average				
Asset Type	Outstanding Face Amount	Amortized Cost Basis	Gains	Losses	Carrying Value[A]	Number of Securities	Rating[B]	Coupon[C]	Yield	Life (Years)[D]	Principal Subordination[E]
December 31, 2017											
Treasury	$ 862,000	$ 858,028	$ —	$ (5,294)	$ 852,734	3	AAA	2.21%	2.27%	8.1	N/A
Agency RMBS[F][G]	1,203,629	1,247,093	1,176	(4,652)	1,243,617	98	AAA	3.49%	2.83%	7.0	N/A
Non-Agency RMBS[H] [I]	12,757,357	5,599,644	423,504	(48,359)	5,974,789	751	CCC-	2.27%	5.66%	7.7	8.5%
Total/Weighted Average	$ 14,822,986	$ 7,704,765	$ 424,680	$ (58,305)	$ 8,071,140	852	B+	2.44%	4.83%	7.6	
December 31, 2016											
Agency RMBS[F][G]	$ 1,486,739	$ 1,532,421	$ 1,803	$ (3,926)	$ 1,530,298	57	AAA	3.45%	2.94%	9.1	N/A
Non-Agency RMBS[H] [I]	7,302,218	3,415,906	147,206	(19,552)	3,543,560	536	CCC-	1.59%	5.88%	7.9	8.8%
Total/Weighted Average	$ 8,788,957	$ 4,948,327	$ 149,009	$ (23,478)	$ 5,073,858	593	BB-	2.16%	4.97%	8.3	

(A) Fair value, which is equal to carrying value for all securities. See Note 12 regarding the estimation of fair value.

(B) Represents the weighted average of the ratings of all securities in each asset type, expressed as an S&P equivalent rating. This excludes the ratings of the collateral underlying 204 bonds with a carrying value of $380.5 million which either have never been rated or for which rating information is no longer provided. For each security rated by multiple rating agencies, the lowest rating is used. New Residential used an implied AAA rating for the Agency RMBS. Ratings provided were determined by third party rating agencies, and represent the most recent credit ratings available as of the reporting date and may not be current.

(C) Excludes residual bonds, and certain other Non-Agency bonds, with a carrying value of $186.0 million and $0.0 million, respectively, for which no coupon payment is expected.

(D) The weighted average life is based on the timing of expected principal reduction on the assets.

(E) Percentage of the amortized cost basis of securities that is subordinate to New Residential's investments, excluding fair value option securities and servicer advance bonds.

(F) Includes securities issued or guaranteed by U.S. Government agencies such as Fannie Mae or Freddie Mac.

(G) The total outstanding face amount was $1.1 billion and $1.3 billion for fixed rate securities and $0.1 billion and $0.2 billion for floating rate securities as of December 31, 2017 and 2016, respectively.

(H) The total outstanding face amount was $1.3 billion (including $0.7 billion of residual and fair value option notional amount) and $1.2 billion (including $0.8 billion of residual and fair value option notional amount) for fixed rate securities and $11.5 billion (including $4.5 billion of residual and fair value option notional amount) and $6.1 billion (including $2.1 billion of residual and fair value option notional amount) for floating rate securities as of December 31, 2017 and 2016, respectively.

(I) Includes other asset backed securities ("ABS") consisting primarily of (i) interest-only securities and servicing strips (fair value option securities) which New Residential elected to carry at fair value and record changes to valuation through the income statement, (ii) bonds backed by servicer advances and (iii) bonds backed by consumer loans.

			Gross Unrealized				Weighted Average				
Asset Type	Outstanding Face Amount	Amortized Cost Basis	Gains	Losses	Carrying Value	Number of Securities	Rating	Coupon	Yield	Life (Years)	Principal Subordination
December 31, 2017											
Consumer loan bonds	$ 29,690	$ 29,780	$ 971	$ (528)	$ 30,223	3	N/A	N/A	17.17%	1.5	N/A
Fair Value Option Securities											
Interest-only Securities	4,475,794	205,740	10,407	(9,887)	206,260	49	AA-	1.51%	5.33%	3.2	N/A
Servicing Strips	450,974	4,958	1,613	(225)	6,346	20	N/A	0.27%	21.62%	6.7	N/A
December 31, 2016											
Servicer Advance Bonds	$ 100,000	$ 99,838	$ 310	$ —	$ 100,148	1	AAA	3.21%	3.10%	0.7	N/A
Fair Value Option Securities											
Interest-only Securities	2,062,647	113,342	5,270	(6,555)	112,057	28	AA+	1.85%	5.30%	2.9	N/A
Servicing Strips	456,629	5,613	311	(1)	5,923	11	NA	0.27%	21.74%	6.2	N/A

Unrealized losses that are considered other-than-temporary are recognized currently in earnings. During the year ended December 31, 2017, New Residential recorded OTTI charges of $10.3 million with respect to real estate securities. During the year ended December 31, 2016, New Residential recorded OTTI of $10.3 million. During the year ended December 31, 2015, New Residential recorded OTTI of $5.8 million. Any remaining unrealized losses on New Residential's securities were primarily the result of changes in market factors, rather than issue-specific credit impairment. New Residential performed analyses in relation to such securities, using its best estimate of their cash flows, which support its belief that the carrying values of such securities were fully recoverable over their expected holding period. New Residential has no intent to sell, and is not more likely than not to be required to sell, these securities.

The following table summarizes New Residential's securities in an unrealized loss position as of December 31, 2017.

		Amortized Cost Basis						Weighted Average			
Securities in an Unrealized Loss Position	Outstanding Face Amount	Before Impairment	Other-Than-Temporary Impairment[A]	After Impairment	Gross Unrealized Losses	Carrying Value	Number of Securities	Rating[B]	Coupon	Yield	Life (Years)
Less than 12 Months	$ 4,446,684	$ 2,234,124	$ (1,307)	$ 2,232,817	$ (44,537)	$ 2,188,280	155	CCC+	2.22%	3.83%	7.6
12 or More Months	916,578	235,064	(291)	234,773	(13,768)	221,005	86	BBB	2.54%	4.10%	4.5
Total/Weighted Average	$ 5,363,262	$ 2,469,188	$ (1,598)	$ 2,467,590	$ (58,305)	$ 2,409,285	241	B	2.25%	3.85%	7.3

(A) This amount represents OTTI recorded on securities that are in an unrealized loss position as of December 31, 2017.
(B) The weighted average rating of securities in an unrealized loss position for less than 12 months excludes the rating of 29 bonds which either have never been rated or for which rating information is no longer provided. The weighted average rating of securities in an unrealized loss position for 12 or more months excludes the rating of 40 bonds which either have never been rated or for which rating information is no longer provided.

New Residential performed an assessment of all of its debt securities that are in an unrealized loss position (an unrealized loss position exists when a security's amortized cost basis, excluding the effect of OTTI, exceeds its fair value) and determined the following:

	December 31, 2017			
			Gross Unrealized Losses	
	Fair Value	Amortized Cost Basis After Impairment	Credit[A]	Non-Credit[B]
Securities New Residential intends to sell[C]	$ —	$ —	$ —	$ —
Securities New Residential is more likely than not to be required to sell[D]	—	—	—	N/A
Securities New Residential has no intent to sell and is not more likely than not to be required to sell:				
Credit impaired securities	516,765	534,878	(1,598)	(18,113)
Non-credit impaired securities	1,892,520	1,932,712	—	(40,192)
Total debt securities in an unrealized loss position	$ 2,409,285	$ 2,467,590	$ (1,598)	$ (58,305)

(A) This amount is required to be recorded as OTTI through earnings. In measuring the portion of credit losses, New Residential estimates the expected cash flow for each of the securities. This evaluation includes a review of the credit status and the performance of the collateral supporting those securities, including the credit of the issuer, key terms of the securities and the effect of local, industry and broader economic trends. Significant inputs in estimating the cash flows include New Residential's expectations of prepayment rates, default rates and loss severities. Credit losses are measured as the decline in the present value of the expected future cash flows discounted at the investment's effective interest rate.
(B) This amount represents unrealized losses on securities that are due to non-credit factors and recorded through other comprehensive income.
(C) A portion of securities New Residential intends to sell have a fair value equal to their amortized cost basis after impairment, and, therefore do not have unrealized losses reflected in other comprehensive income as of December 31, 2017.
(D) New Residential may, at times, be more likely than not to be required to sell certain securities for liquidity purposes. While the amount of the securities to be sold may be an estimate, and the securities to be sold have not yet been identified, New Residential must make its best estimate, which is subject to significant judgment regarding future events, and may differ materially from actual future sales.

The following table summarizes the activity related to credit losses on debt securities:

	Year Ended December 31,	
	2017	2016
Beginning balance of credit losses on debt securities for which a portion of an OTTI was recognized in other comprehensive income	$ 15,495	$ 6,239
Increases to credit losses on securities for which an OTTI was previously recognized and a portion of an OTTI was recognized in other comprehensive income	3,903	3,008
Additions for credit losses on securities for which an OTTI was not previously recognized	6,431	7,256
Reductions for securities for which the amount previously recognized in other comprehensive income was recognized in earnings because the entity intends to sell the security or more likely than not will be required to sell the security before recovery of its amortized cost basis	—	—
Reduction for credit losses on securities for which no OTTI was recognized in other comprehensive income at the current measurement date	—	—
Reduction for securities sold during the period	(2,008)	(1,008)
Ending balance of credit losses on debt securities for which a portion of an OTTI was recognized in other comprehensive income	$ 23,821	$ 15,495

The table below summarizes the geographic distribution of the collateral securing New Residential's Non-Agency RMBS:

	December 31,			
	2017		2016	
Geographic Location[(A)]	Outstanding Face Amount	Percentage of Total Outstanding	Outstanding Face Amount	Percentage of Total Outstanding
Western U.S.	$ 4,882,136	38.4%	$ 2,757,424	38.3%
Southeastern U.S.	3,005,519	23.6%	1,635,596	22.7%
Northeastern U.S.	2,555,514	20.1%	1,426,519	19.8%
Midwestern U.S.	1,337,980	10.5%	778,372	10.8%
Southwestern U.S.	927,647	7.3%	557,033	7.7%
Other[(B)]	18,871	0.1%	47,274	0.7%
	$ 12,727,667	100.0%	$ 7,202,218	100.0%

(A) Excludes $29.7 million face amount of bonds backed by consumer loans as of December 31, 2017 and $100.0 million face amount of bonds backed by servicer advances as of December 31, 2016.
(B) Represents collateral for which New Residential was unable to obtain geographic information.

New Residential evaluates the credit quality of its real estate securities, as of the acquisition date, for evidence of credit quality deterioration. As a result, New Residential identified a population of real estate securities for which it was determined that it was probable that New Residential would be unable to collect all contractually required payments. For securities acquired during the year ended December 31, 2017, excluding residual and fair value option securities, the face amount of these real estate securities was $3,148.3 million, with total expected cash flows of $2,699.7 million and a fair value of $1,836.1 million on the dates that New Residential purchased the respective securities. For those securities acquired during the year ended December 31, 2016, excluding residual and fair value option securities, the face amount was $2,510.3 million, the total expected cash flows were $2,490.7 million and the fair value was $1,538.5 million on the dates that New Residential purchased the respective securities.

The following is the outstanding face amount and carrying value for securities, for which, as of the acquisition date, it was probable that New Residential would be unable to collect all contractually required payments, excluding residual and fair value option securities:

	Outstanding Face Amount	Carrying Value
December 31, 2017	$ 5,364,847	$ 3,493,723
December 31, 2016	2,951,498	1,871,466

The following is a summary of the changes in accretable yield for these securities:

	Year Ended December 31,	
	2017	2016
Beginning Balance	$ 1,200,125	$ 316,521
Additions	863,681	952,271
Accretion	(215,018)	(130,745)
Reclassifications from (to) non-accretable difference	218,675	63,239
Disposals	(67,197)	(1,161)
Ending Balance	$ 2,000,266	$ 1,200,125

See Note 11 regarding the financing of real estate securities.

8. INVESTMENTS IN RESIDENTIAL MORTGAGE LOANS

Loans are accounted for based on New Residential's strategy for the loan, and on whether the loan was credit-impaired at the date of acquisition. New Residential accounts for loans based on the following categories:

- Loans Held-for-Investment (which may include PCD Loans)
- Loans Held-for-Sale
- Real Estate Owned ("REO")

The following table presents certain information regarding New Residential's residential mortgage loans outstanding by loan type, excluding REO:

December 31, 2017	Outstanding Face Amount	Carrying Value(A)	Loan Count	Weighted Average Yield	Weighted Average Life (Years)(B)	Floating Rate Loans as a % of Face Amount	LTV Ratio(C)	Weighted Avg. Delinquency(D)	Weighted Average FICO(E)
Loan Type									
Performing Loans(H)	$ 557,381	$ 507,615	8,876	8.0%	5.5	22.1%	76.4%	8.7%	649
Purchased Credit Deteriorated Loans(I)	249,254	183,540	2,142	7.2%	3.1	14.7%	84.2%	75.8%	597
Total Residential Mortgage Loans, held-for-investment	$ 806,635	$ 691,155	11,018	7.7%	4.8	19.8%	78.8%	29.4%	633
Reverse Mortgage Loans(F) (G)	$ 16,755	$ 6,870	48	7.5%	4.5	15.9%	141.2%	77.8%	N/A
Performing Loans(H) (J)	1,044,116	1,071,371	15,464	4.0%	4.8	10.2%	53.2%	7.0%	654
Non-Performing Loans(I) (J)	846,181	647,293	5,597	5.6%	4.3	18.7%	94.4%	63.3%	581
Total Residential Mortgage Loans, held-for-sale	$ 1,907,052	$ 1,725,534	21,109	4.8%	4.6	14.0%	72.2%	32.6%	622
December 31, 2016									
Loan Type									
Performing Loans(H)	$ —	$ —	—	—%	—	—%	—%	—%	—
Purchased Credit Deteriorated Loans(I)	203,673	190,761	1,183	5.5%	2.7	8.7%	71.5%	94.9%	590
Total Residential Mortgage Loans, held-for-investment	$ 203,673	$ 190,761	1,183	5.5%	2.7	8.7%	71.5%	94.9%	590
Reverse Mortgage Loans(F) (G)	$ 22,645	$ 11,468	69	7.2%	4.5	15.4%	135.6%	70.7%	N/A
Performing Loans(H) (J)	179,983	175,194	1,957	4.3%	5.9	22.4%	102.9%	6.4%	625
Non-Performing Loans(I) (J)	706,302	510,003	3,759	7.1%	2.9	20.6%	105.0%	75.9%	575
Total Residential Mortgage Loans, held-for-sale	$ 908,930	$ 696,665	5,785	6.5%	3.5	20.8%	105.4%	62.0%	585

(A) Includes residential mortgage loans with a United States federal income tax basis of $2,414.4 million and $905.7 million as of December 31, 2017 and 2016, respectively.
(B) The weighted average life is based on the expected timing of the receipt of cash flows.
(C) LTV refers to the ratio comparing the loan's unpaid principal balance to the value of the collateral property.
(D) Represents the percentage of the total principal balance that is 60+ days delinquent.
(E) The weighted average FICO score is based on the weighted average of information updated and provided by the loan servicer on a monthly basis.
(F) Represents a 70% participation interest that New Residential holds in a portfolio of reverse mortgage loans. Nationstar holds the other 30% interest and services the loans. The average loan balance outstanding based on total UPB was $0.5 million and $0.5 million at December 31, 2017 and 2016, respectively. Approximately 54.3% and 60.9% of these loans have reached a termination event at December 31, 2017 and 2016, respectively. As a result of the termination event, each such loan has matured and the borrower can no longer make draws on these loans.
(G) FICO scores are not used in determining how much a borrower can access via a reverse mortgage loan.
(H) Performing loans are generally placed on nonaccrual status when principal or interest is 120 days or more past due.
(I) Includes loans with evidence of credit deterioration since origination where it is probable that New Residential will not collect all contractually required principal and interest payments. As of December 31, 2017, New Residential has placed Non-Performing Loans, held-for-sale on nonaccrual status, except as described in (J) below.
(J) Includes $33.7 million and $66.5 million UPB of Ginnie Mae EBO performing and non-performing loans as of December 31, 2017, respectively, on accrual status as contractual cash flows are guaranteed by the FHA. As of December 31, 2016, these amounts were $45.2 million and $87.5 million, respectively.

New Residential generally considers the delinquency status, loan-to-value ratios, and geographic area of residential mortgage loans as its credit quality indicators. Delinquency status is a primary credit quality indicator as loans that are more than 60 days past due provide an early warning of borrowers who may be experiencing financial difficulties. Current LTV ratio is an indicator of the potential loss severity in the event of default. Finally, the geographic distribution of the loan collateral also provides insight as to the credit quality of the portfolio, as factors such as the regional economy, home price changes and specific events will affect credit quality.

The table below summarizes the geographic distribution of the underlying residential mortgage loans:

	Percentage of Total Outstanding Unpaid Principal Amount	
	December 31,	
State Concentration	**2017**	**2016**
New York	12.8%	16.7%
New Jersey	5.2%	9.6%
Florida	8.2%	11.4%
California	9.1%	10.3%
Texas	6.6%	3.9%
Maryland	2.7%	4.7%
Illinois	3.9%	4.0%
Massachusetts	2.7%	3.5%
Pennsylvania	3.4%	2.9%
Washington	1.7%	2.8%
Other U.S.	43.7%	30.2%
	100.0%	100.0%

See Note 11 regarding the financing of residential mortgage loans and related assets.

Call Rights

New Residential has executed calls with respect to the following Non-Agency RMBS trusts and purchased performing and non-performing residential mortgage loans and REO assets contained in such trusts prior to their termination. In certain cases, New Residential sold portions of the purchased loans through securitizations, and retained bonds issued by such securitizations. In addition, New Residential received par on the securities issued by the called trusts which it owned prior to such trusts' termination. The following table summarizes these transactions (dollars in millions).

		Securities Owned Prior		Assets Acquired				Loans Sold(C)		Retained Bonds	Retained Assets (C)		
Date of Call (A)	Number of Trusts Called	Face Amount	Amortized Cost Basis	Loan UPB	Loan Price (B)	REO & Other Price (B)	Date of Securitization	UPB	Gain (Loss)	Basis	Loan UPB	Loan Price	REO & Other Price
June 2015	18	$ 13.7	$ 9.1	$ 369.0	$ 388.8	$ —	June 2015	$ 334.5	$ (2.8)	$ 15.0	$ 34.5	$ 31.7	$ 1.3
September 2015	7	7.4	4.5	216.3	223.1	1.5	N/A(C)	N/A(C)	N/A(C)	N/A(C)	19.4	17.2	1.5
November 2015	14	3.9	3.0	345.4	351.7	1.2	November 2015	511.8	2.4	22.0	29.8	23.4	1.2
December 2015	14	61.4	48.0	309.1	315.1	3.1	March 2016	261.3	2.1	36.6	35.8	26.6	2.9
March 2016	13	58.0	41.0	167.2	173.3	3.1	N/A(C)	N/A(C)	N/A(C)	N/A(C)	65.0	61.8	3.4
May 2016	12	60.0	44.0	290.6	298.7	0.6	May 2016	306.9	(2.2)	40.0	85.9	78.2	1.1
August 2016	11	6.2	1.4	312.3	319.2	1.7	September 2016	308.0	8.1	45.7	45.6	41.1	2.3
November 2016	13	41.7	24.2	289.1	286.8	3.7	December 2016	273.6	(5.2)	43.2	46.2	21.6	4.4
December 2016	1	116.6	102.0	124.4	119.1	0.4	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)
January 2017	2	49.3	43.6	98.8	96.7	7.5	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)
February 2017	31	60.9	40.1	882.0	895.5	10.1	March 2017	773.8	2.1	81.9	105.9	90.1	10.8
March 2017	12	—	—	222.4	228.8	0.4	N/A(C)	N/A(C)	N/A(C)	N/A(C)	27.7	25.7	0.4
April 2017	—	—	—	—	—	—	April 2017	668.0	10.3	76.1	—	—	—
April 2017	14	9.8	6.3	376.9	378.8	5.9	N/A(C)	N/A(C)	N/A(C)	N/A(C)	62.5	55.7	5.9
May 2017	15	26.4	16.9	420.5	424.4	3.7	June 2017 #1	716.0	5.7	68.4	47.6	40.5	3.7
June 2017	20	1.0	0.5	534.8	549.8	0.8	June 2017 #2	497.6	10.3	58.4	34.9	40.4	0.8
June 2017	3	28.2	17.3	101.7	106.6	1.9	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)
July 2017	22	19.9	15.7	358.5	360.5	1.7	July 2017	339.3	2.7	25.7	18.3	18.6	1.7
September 2017	21	120.6	95.1	583.7	593.2	5.3	October 2017	612.5	—	92.7	82.5	70.7	5.9
October 2017	11	19.4	13.7	322.5	328.0	4.9	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)
November 2017	15	39.5	27.1	370.5	372.4	4.6	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)
December 2017	10	22.6	20.9	298.8	287.9	4.5	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)	N/A(C)

(A) Any related securitization may occur on the same or a subsequent date, depending on market conditions and other factors.

(B) Price includes par amount paid for all underlying residential mortgage loans of the trusts, plus the basis of the exercised call rights, plus advances and costs incurred (including MSR Fund Payments, as defined in Note 15) in exercising such call rights.

(C) Loans were sold through a securitization which was treated as a sale for accounting purposes. Retained assets are reflected as of the date of the relevant securitization. The securitization that occurred in November 2015 primarily included loans from the September 2015 and November 2015 calls, but also included previously acquired loans. The securitization that occurred in March 2016 primarily included loans from the December 2015 call, but also included previously acquired loans. The securitization that occurred in May 2016 primarily included loans from the March 2016 and May 2016 calls. The securitization that occurred in September 2016 primarily included loans from the August 2016 call, but also included $42.2 million of previously acquired loans. The securitization that occurred in December 2016 primarily included loans from the November 2016 call, but also included $31.2 million of previously acquired loans. The securitization that occurred in April 2017 primarily included loans from the March 2017 calls and other acquired loans. The June 2017 #1 securitization primarily included loans from the April 2017 and May 2017 calls, but also included $31.1 million of previously acquired loans. The securitization that occurred in October 2017 primarily included loans from the September 2017 call, but also included loans from a June 2017 call and other previously acquired loans. No loans from the December 2016 call, the January 2017 calls, the last two June 2017 calls, or any of the calls in the fourth quarter of 2017 had been securitized by December 31, 2017. In May 2017, certain reperforming residential mortgage loans were financed with a securitization which was not treated as a sale for accounting purposes (see Variable Interest Entities below and Note 11).

Performing Loans

The following table provides past due information regarding New Residential's Performing Loans, which is an important indicator of credit quality and the establishment of the allowance for loan losses:

	December 31, 2017
Days Past Due	**Delinquency Status[A]**
Current	84.2%
30-59	6.6%
60-89	2.6%
90-119[B]	1.5%
120+[C]	5.1%
	100.0%

(A) Represents the percentage of the total principal balance that corresponds to loans that are in each delinquency status.
(B) Includes loans 90-119 days past due and still accruing interest because they are generally placed on nonaccrual status at 120 days or more past due.
(C) Represents nonaccrual loans.

Activities related to the carrying value of residential mortgage loans held-for-investment were as follows:

	Reverse Mortgage Loans	Performing Loans
Balance at December 31, 2015	$ 19,560	$ 19,964
Purchases/additional fundings	319	—
Proceeds from repayments	(1,352)	(811)
Accretion of loan discount (premium) and other amortization[A]	2,002	123
Provision for loan losses	(73)	(4)
Transfer of loans to other assets[B]	(4,203)	—
Sales	(1,795)	—
Transfer of loans to held-for-sale[C]	(14,458)	(19,272)
Balance at December 31, 2016	$ —	$ —
Purchases/additional fundings	—	550,742
Proceeds from repayments	—	(50,562)
Accretion of loan discount (premium) and other amortization[A]	—	8,101
Provision for loan losses	—	(646)
Transfer of loans to other assets[B]	—	—
Transfer of loans to real estate owned	—	(20)
Balance at December 31, 2017	$ —	$ 507,615

(A) Includes accelerated accretion of discount on loans paid in full and on loans transferred to other assets.
(B) Represents loans for which foreclosure has been completed and for which New Residential has made, or intends to make, a claim with the governmental agency that has guaranteed the loans that are now recognized as claims receivable in Other Assets (Note 2).
(C) Represents loans not initially acquired with the intent to sell for which New Residential determined that it no longer has the intent to hold for the foreseeable future, or until maturity or payoff.

Activities related to the valuation and loss provision on reverse mortgage loans and allowance for loan losses on performing loans held-for-investment were as follows:

	Reverse Mortgage Loans	Performing Loans
Balance at December 31, 2015	$ 1,553	$ 119
Provision for loan losses[A]	73	4
Charge-offs[B]	—	—
Sales	(171)	—
Transfer of loans to held-for-sale[C]	(1,455)	(123)
Balance at December 31, 2016	$ —	$ —
Provision for loan losses[A]	—	646
Charge-offs[B]	—	(450)
Balance at December 31, 2017	$ —	$ 196

(A) Based on an analysis of collective borrower performance, credit ratings of borrowers, loan-to-value ratios, estimated value of the underlying collateral, key terms of the loans and historical and anticipated trends in defaults and loss severities at a pool level.

(B) Loans, other than PCD loans, are generally charged off or charged down to the net realizable value of the collateral (i.e., fair value less costs to sell), with an offset to the allowance for loan losses, when available information confirms that loans are uncollectible.

(C) Represents loans not initially acquired with the intent to sell for which New Residential determined that it no longer has the intent to hold for the foreseeable future, or until maturity or payoff.

Purchased Credit Deteriorated Loans

New Residential determined at acquisition that the PCD loans acquired would be aggregated into pools based on common risk characteristics (FICO score, delinquency status, collateral type, loan-to-value ratio). Loans aggregated into pools are accounted for as if each pool were a single loan with a single composite interest rate and an aggregate expectation of cash flows, including consideration of involuntary prepayments.

Activities related to the carrying value of PCD loans held-for-investment were as follows:

Balance at December 31, 2015	$ 290,654
Purchases/additional fundings	190,761
Sales	—
Proceeds from repayments	(8,897)
Accretion of loan discount and other amortization	8,295
Transfer of loans to real estate owned	(7,583)
Transfer of loans to held-for-sale	(282,469)
Balance at December 31, 2016	$ 190,761
Purchases/additional fundings	58,884
Sales	—
Proceeds from repayments	(32,455)
Accretion of loan discount and other amortization	20,217
(Allowance) reversal for loan losses[A]	(1,488)
Transfer of loans to real estate owned	(29,299)
Transfer of loans to held-for-sale	(23,080)
Balance at December 31, 2017	$ 183,540

(A) An allowance represents the present value of cash flows expected at acquisition that are no longer expected to be collected. A reversal results from an increase to expected cash flows that reverses a prior allowance.

The following is the contractually required payments receivable, cash flows expected to be collected, and fair value at acquisition date for PCD loans acquired during the year ended December 31, 2017:

	Contractually Required Payments Receivable	Cash Flows Expected to be Collected	Fair Value
As of Acquisition Date	94,951	80,744	58,884

The following is the unpaid principal balance and carrying value for loans, for which, as of the acquisition date, it was probable that New Residential would be unable to collect all contractually required payments:

	Unpaid Principal Balance	Carrying Value
December 31, 2017	$ 249,254	$ 183,540
December 31, 2016	203,673	190,761

The following is a summary of the changes in accretable yield for these loans:

Balance at December 31, 2015	$ 71,063
Additions	23,688
Accretion	(8,876)
Reclassifications from non-accretable difference[(A)]	29,569
Disposals[(B)]	(2,680)
Transfer of loans to held-for-sale[(C)]	(89,076)
Balance at December 31, 2016	$ 23,688
Additions	21,860
Accretion	(20,217)
Reclassifications from non-accretable difference[(A)]	66,751
Disposals[(B)]	(3,451)
Transfer of loans to held-for-sale[(C)]	—
Balance at December 31, 2017	$ 88,631

(A) Represents a probable and significant increase in cash flows previously expected to be uncollectible.
(B) Includes sales of loans or foreclosures, which result in removal of the loan from the PCD loan pool at its carrying amount.
(C) Represents loans not initially acquired with the intent to sell for which New Residential determined that it no longer has the intent to hold for the foreseeable future, or until maturity or payoff.

Loans Held-for-Sale

Activities related to the carrying value of loans held-for-sale were as follows:

Balance at December 31, 2015	$	776,681
Purchases[(A)]		1,196,018
Transfer of loans from held-for-investment[(B)]		316,199
Sales		(1,274,707)
Transfer of loans to other assets[(C)]		(158,807)
Transfer of loans to real estate owned		(56,001)
Proceeds from repayments		(91,339)
Valuation (provision) reversal on loans[(D)]		(11,379)
Balance at December 31, 2016	$	696,665
Purchases[(A)]		5,135,700
Transfer of loans from held-for-investment[(B)]		23,080
Sales		(3,901,161)
Transfer of loans to other assets[(C)]		(17,487)
Transfer of loans to real estate owned		(71,756)
Proceeds from repayments		(125,987)
Valuation (provision) reversal on loans[(D)]		(13,520)
Balance at December 31, 2017	$	1,725,534

(A) Represents loans acquired with the intent to sell.
(B) Represents loans not initially acquired with the intent to sell for which New Residential determined that it no longer has the intent to hold for the foreseeable future, or until maturity or payoff.
(C) Represents loans for which foreclosure has been completed and for which New Residential has made, or intends to make, a claim with the governmental agency that has guaranteed the loans that are now recognized as claims receivable in Other Assets (Note 2).
(D) Represents the fair value adjustments to loans upon transfer to held-for-sale and provision recorded on certain purchased held-for-sale loans, including an aggregate of $30.1 million and $30.2 million of provision related to the call transactions executed during the years ended December 31, 2017 and 2016, respectively.

Real estate owned (REO)

New Residential recognizes REO assets at the completion of the foreclosure process or upon execution of a deed in lieu of foreclosure with the borrower. REO assets are managed for prompt sale and disposition at the best possible economic value.

	Real Estate Owned
Balance at December 31, 2015	$ 50,574
Purchases	11,283
Transfer of loans to real estate owned	81,940
Sales	(66,880)
Valuation provision on REO	(17,326)
Balance at December 31, 2016	$ 59,591
Purchases	38,127
Transfer of loans to real estate owned	124,013
Sales	(95,456)
Valuation (provision) reversal on REO	2,020
Balance at December 31, 2017	$ 128,295

As of December 31, 2017, New Residential had residential mortgage loans that were in the process of foreclosure with an unpaid principal balance of $429.7 million.

In addition, New Residential has recognized $41.4 million in unpaid claims receivable from FHA on Ginnie Mae EBO loans and reverse mortgage loans for which foreclosure has been completed and for which New Residential has made, or intends to make, a claim.

Variable Interest Entities

New Residential formed entities (the "RPL Borrowers") that issued securitized debt collateralized by reperforming residential mortgage loans. The RPL Borrowers are VIEs of which subsidiaries of New Residential are the primary beneficiaries, as a result of controlling the related optional redemption feature and owning certain notes issued by the RPL Borrowers. The following table presents information on the combined assets and liabilities related to these consolidated VIEs.

	As of December 31, 2017
Assets	
Residential mortgage loans	$ 188,957
Other assets	—
Total assets[(A)]	$ 188,957
Liabilities	
Notes and bonds payable[(B)]	$ 184,490
Accounts payable and accrued expenses	16
Total liabilities[(A)]	$ 184,506

(A) The creditors of the RPL Borrowers do not have recourse to the general credit of New Residential, and the assets of the RPL Borrowers are not directly available to satisfy New Residential's obligations.
(B) Includes $78.2 million of bonds retained by New Residential issued by these VIEs.

As described in "Call Rights" above, New Residential has issued securitizations which were treated as sales under GAAP. New Residential has no obligation to repurchase any loans from these securitizations and its exposure to loss is limited to the carrying amount of its retained interests in the securitization entities. These securitizations are conducted through variable interest entities,

of which New Residential is not the primary beneficiary. The following table summarizes certain characteristics of the underlying residential mortgage loans, and related financing, in these securitizations as of December 31, 2017:

Residential mortgage loan UPB	$	5,031,191
Weighted average delinquency[(A)]		2.38%
Net credit losses for the year ended December 31, 2017	$	6,163
Face amount of debt held by third parties[(B)]	$	5,025,028
Carrying value of bonds retained by New Residential[(C)]	$	467,072
Cash flows received by New Residential on these bonds for the year ended December 31, 2017	$	93,698

(A) Represents the percentage of the UPB that is 60+ days delinquent.
(B) Excludes bonds retained by New Residential.
(C) Retained pursuant to required risk retention regulations.

9. INVESTMENTS IN CONSUMER LOANS

Consumer Loan Companies

In April 2013, New Residential completed, through newly formed limited liability companies (together, the "Consumer Loan Companies"), a co-investment in a portfolio of consumer loans. The portfolio included personal unsecured loans and personal homeowner loans originated through subsidiaries of HSBC Finance Corporation. New Residential acquired 30% membership interests in each of the Consumer Loan Companies. Of the remaining 70% of the membership interests, OneMain acquired 47% and funds managed by Blackstone Tactical Opportunities Advisors L.L.C. acquired 23%. OneMain acted as the managing member of the Consumer Loan Companies. OneMain is the servicer of the loans and provides all servicing and advancing functions for the portfolio.

In 2014, the Consumer Loan Companies refinanced the portfolio, resulting in proceeds in excess of the refinanced debt which were distributed to the respective co-investors. This reduced New Residential's basis in the consumer loans investment to $0.0 million and resulted in a gain. Subsequent to this refinancing, New Residential discontinued recording its share of the underlying earnings of the Consumer Loan Companies and instead recorded distributions from the Consumer Loan Companies as Gain on consumer loans investment.

Prior to March 31, 2016, New Residential accounted for its investment in the Consumer Loan Companies pursuant to the equity method of accounting because it could exercise significant influence over the Consumer Loan Companies, but the requirements for consolidation were not met. New Residential's share of earnings and losses in these equity method investees was included in "Earnings from investments in consumer loans, equity method investees" on the Consolidated Statements of Income. Equity method investments were included in "Investments in consumer loans, equity method investees" on the Consolidated Balance Sheets.

On March 31, 2016, certain of New Residential's indirect wholly owned subsidiaries (collectively, the "NRZ SpringCastle Buyers") entered into a Purchase Agreement (the "SpringCastle Purchase Agreement") primarily with (i) certain direct or indirect wholly owned subsidiaries of OneMain (the "SpringCastle Sellers"), (ii) BTO Willow Holdings II, L.P. and Blackstone Family Tactical Opportunities Investment Partnership - NQ - ESC L.P. (together, the "Blackstone SpringCastle Buyers," and the Blackstone SpringCastle Buyers together with the NRZ SpringCastle Buyers, collectively, the "SpringCastle Buyers"). Pursuant to the SpringCastle Purchase Agreement, the SpringCastle Sellers sold their collective 47% limited liability company interests in the Consumer Loan Companies to the SpringCastle Buyers for an aggregate purchase price of $111.6 million (the "SpringCastle Transaction").

Pursuant to the SpringCastle Purchase Agreement, the NRZ SpringCastle Buyers collectively acquired an additional 23.5% limited liability company interest in the Consumer Loan Companies (representing 50% of the limited liability company interests being sold by the SpringCastle Sellers in the SpringCastle Transaction) and the Blackstone SpringCastle Buyers acquired the other 50% of the limited liability company interests being sold in the SpringCastle Transaction.

Following the SpringCastle Transaction, New Residential, through the NRZ SpringCastle Buyers, owns 53.5% of the limited liability company interests in the Consumer Loan Companies and the Blackstone SpringCastle Buyers, collectively with their affiliates, own the remaining 46.5% interests in the Consumer Loan Companies. As a result of the SpringCastle Transaction, New Residential obtained a controlling financial interest in, and consolidates, the Consumer Loan Companies.

New Residential has consolidated all of the assets and the related liabilities of the Consumer Loan Companies assuming a gross purchase price of $237.5 million. This gross purchase price is representative of the fair value of 100% of the net assets of the Consumer Loan Companies, which was used to derive the $111.6 million purchase price for an aggregate 47.0% of the equity ownership acquired by the SpringCastle Buyers. New Residential previously held a 30% equity method investment in the Consumer Loan Companies, which had a basis of zero, and a fair value of $71.3 million based on 30% of the gross purchase price of $237.5 million, immediately prior to the SpringCastle Transaction. Therefore, the remeasurement of New Residential's previously held equity method investment resulted in a gain of $71.3 million, which was recorded to Gain on Remeasurement of Consumer Loans Investment.

New Residential has performed an allocation of the purchase price to the Consumer Loan Companies' assets and liabilities, as set forth below.

Total Consideration ($ in millions)	$	237.5
Assets		
Consumer loans, held-for-investment	$	1,934.7
Cash and cash equivalents		0.3
Restricted cash		74.6
Other assets		35.9
Total Assets Acquired		2,045.5
Liabilities		
Notes and bonds payable	$	1,803.2
Accrued expenses and other liabilities		4.8
Total Liabilities Assumed		1,808.0
Net Assets	$	237.5

The acquisition of the Consumer Loan Companies resulted in no goodwill because the total consideration transferred was equal to the fair value of the net assets acquired.

Unaudited Supplemental Pro Forma Financial Information - The following table presents unaudited pro forma combined Interest Income and Income Before Income Taxes for the years ended December 31, 2016 and 2015 prepared as if the SpringCastle Transaction had been consummated on January 1, 2015.

	Year Ended December 31,	
	2016	**2015**
	(unaudited)	**(unaudited)**
Pro Forma		
Interest Income	$ 1,163,648	$ 1,030,522
Income Before Income Taxes	581,925	466,915
Noncontrolling Interests in Income of Consolidated Subsidiaries	96,852	92,413

The 2016 unaudited supplemental pro forma financial information has been adjusted to exclude, and the 2015 unaudited supplemental pro forma financial information has been adjusted to include, (i) the gain on remeasurement of New Residential's Consumer Loans investment of $71.3 million and (ii) approximately $1.5 million of acquisition related costs incurred by New Residential in 2016. The unaudited supplemental pro forma financial information does not include any other anticipated benefits

of the SpringCastle Transaction and, accordingly, the unaudited supplemental pro forma financial information is not necessarily indicative of either future results of operations or results that might have been achieved had the SpringCastle Transaction occurred on January 1, 2015.

New Residential's Consolidated Statements of Income include Interest Income and Income Before Income Taxes of the Consumer Loan Companies for the period from April 1, 2016 through December 31, 2016 of $226.0 million and $82.0 million, respectively.

Other

In 2016, New Residential agreed to purchase newly originated consumer loans from a third party ("Consumer Loan Seller"). In the aggregate, as of December 31, 2016, New Residential had purchased $177.4 million UPB of loans for an aggregate purchase price of $176.2 million from Consumer Loan Seller. These loans are not held in the Consumer Loan Companies and have been designated as performing consumer loans, held-for-investment. In addition, see "Equity Method Investees" below.

Upon acquisition, consumer loans are accounted for based on New Residential's strategy for the loan, and on whether the loan was credit impaired at the date of acquisition. New Residential determined that it has the intent and ability to hold the consumer loans for the foreseeable future and accounts for consumer loans based on the following categories:

- Loans Held-for-Investment:
  - Performing Loans
  - PCD Loans

The following table summarizes the investment in consumer loans, held-for-investment held by New Residential:

	Unpaid Principal Balance	Interest in Consumer Loans	Carrying Value	Weighted Average Coupon	Weighted Average Expected Life (Years) (A)	Weighted Average Delinquency(B)
December 31, 2017						
Consumer Loan Companies						
Performing Loans	$ 1,005,570	53.5%	$ 1,052,561	18.7%	3.7	6.0%
Purchased Credit Deteriorated Loans(C)	282,540	53.5%	236,449	16.2%	3.3	12.5%
Other - Performing Loans	89,682	100.0%	85,253	14.1%	1.0	4.5%
Total Consumer Loans, held-for-investment	$ 1,377,792		$ 1,374,263	17.9%	3.5	7.3%
December 31, 2016						
Consumer Loan Companies						
Performing Loans	$ 1,275,121	53.5%	$ 1,321,825	18.7%	4.2	6.3%
Purchased Credit Deteriorated Loans(C)	371,261	53.5%	316,532	16.6%	3.6	14.0%
Other - Performing Loans	163,570	100.0%	161,129	14.2%	1.5	0.3%
Total Consumer Loans, held-for-investment	$ 1,809,952		$ 1,799,486	17.9%	3.8	7.3%

(A) Represents the weighted average expected timing of the receipt of expected cash flows for this investment.
(B) Represents the percentage of the total unpaid principal balance that is 30+ days delinquent. Delinquency status is the primary credit quality indicator as it provides early warning of borrowers who may be experiencing financial difficulties.
(C) Includes loans with evidence of credit deterioration since origination where it is probable that New Residential will not collect all contractually required principal and interest payments, which are accounted for as PCD loans.

See Note 11 regarding the financing of consumer loans.

Performing Loans

The following table provides past due information regarding New Residential's performing consumer loans, held-for-investment, which is an important indicator of credit quality and the establishment of the allowance for loan losses:

	December 31, 2017
Days Past Due	**Delinquency Status[A]**
Current	94.0%
30-59	2.5%
60-89	1.4%
90-119[B]	0.8%
120+[B] [C]	1.3%
	100.0%

(A) Represents the percentage of the total unpaid principal balance that corresponds to loans that are in each delinquency status.
(B) Includes loans more than 90 days past due and still accruing interest.
(C) Interest is accrued up to the date of charge-off at 180 days past due.

Activities related to the carrying value of performing consumer loans, held-for-investment were as follows:

	Performing Loans
Balance at December 31, 2015	$ —
SpringCastle Transaction	1,539,569
Purchases	176,107
Additional fundings[A]	49,289
Proceeds from repayments	(239,236)
Accretion of loan discount and premium amortization, net	7,728
Net charge-offs	(47,065)
Allowance for loan losses	(3,438)
Balance at December 31, 2016	$ 1,482,954
Purchases	
Additional fundings[A]	56,321
Proceeds from repayments	(329,843)
Accretion of loan discount and premium amortization, net	4,891
Gross charge-offs	(73,842)
Additions to the allowance for loan losses, net	(2,667)
Balance at December 31, 2017	$ 1,137,814

(A) Represents draws on consumer loans with revolving privileges.

Activities related to the allowance for loan losses on performing consumer loans, held-for-investment were as follows:

	Collectively Evaluated[A]	Individually Impaired[B]	Total
Balance at March 31, 2016 (date of SpringCastle Transaction)	$ —	$ —	$ —
Provision for loan losses	49,506	997	50,503
Net charge-offs[C]	(47,065)	—	(47,065)
Balance at December 31, 2016	$ 2,441	$ 997	$ 3,438
Provision (reversal) for loan losses	65,059	679	65,738
Net charge-offs[C]	(63,071)	—	(63,071)
Balance at December 31, 2017	$ 4,429	$ 1,676	$ 6,105

(A) Represents smaller-balance homogeneous loans that are not individually considered impaired and are evaluated based on an analysis of collective borrower performance, key terms of the loans and historical and anticipated trends in defaults and loss severities, and consideration of the unamortized acquisition discount.

(B) Represents consumer loan modifications considered to be troubled debt restructurings ("TDRs") as they provide concessions to borrowers, primarily in the form of interest rate reductions, who are experiencing financial difficulty. As of December 31, 2017, there are $10.9 million in UPB and $9.4 million in carrying value of consumer loans classified as TDRs.

(C) Consumer loans, other than PCD loans, are charged off when available information confirms that loans are uncollectible, which is generally when they become 180 days past due. Charge-offs are presented net of $10.8 million and $8.1 million in recoveries of previously charged-off UPB in 2017 and 2016, respectively.

Purchased Credit Deteriorated Loans

A portion of the consumer loans are considered PCD loans. Activities related to the carrying value of PCD consumer loans, held-for-investment were as follows:

Balance at December 31, 2015	$ —
SpringCastle Transaction	395,129
Allowance for Loan Losses[A]	(3,013)
Proceeds from repayments	(112,222)
Accretion of loan discount and other amortization	36,638
Balance at December 31, 2016	$ 316,532
(Allowance) reversal for loan losses[A]	3,013
Proceeds from repayments	(123,932)
Accretion of loan discount and other amortization	40,836
Balance at December 31, 2017	$ 236,449

(A) An allowance represents the present value of cash flows expected at acquisition that are no longer expected to be collected. A reversal results from an increase to expected cash flows that reverses a prior allowance.

The following is the unpaid principal balance and carrying value for consumer loans, for which, as of the acquisition date, it was probable that New Residential would be unable to collect all contractually required payments:

	Unpaid Principal Balance	Carrying Value
December 31, 2017	$ 282,540	$ 236,449
December 31, 2016	371,261	316,532

The following is a summary of the changes in accretable yield for these loans:

Balance at December 31, 2015	$	—
SpringCastle Transaction		176,387
Accretion		(36,638)
Reclassifications from (to) non-accretable difference[(A)]		28,179
Balance at December 31, 2016	$	167,928
Accretion		(40,836)
Reclassifications from (to) non-accretable difference[(A)]		5,199
Balance at December 31, 2017	$	132,291

(A) Represents a probable and significant increase (decrease) in cash flows previously expected to be uncollectible.

Noncontrolling Interests

Others' interests in the equity of the Consumer Loan Companies is computed as follows:

	December 31,	
	2017	**2016**
Total Consumer Loan Companies equity	$ 74,071	$ 75,311
Others' ownership interest	46.5%	46.5%
Others' interests in equity of consolidated subsidiary	$ 34,466	$ 35,020

Others' interests in the Consumer Loan Companies' net income (loss) is computed as follows:

	Year Ended December 31,	
	2017	**2016**
Net Consumer Loan Companies income (loss)	$ 98,692	$ 81,992
Others' ownership interest as a percent of total	46.5%	46.5%
Others' interest in net income (loss) of consolidated subsidiaries	$ 45,892	$ 38,127

Variable Interest Entities

The Consumer Loan Companies consolidate certain entities that issued securitized debt collateralized by the consumer loans (the "Consumer Loan SPVs"). The Consumer Loan SPVs are VIEs of which the Consumer Loan Companies are the primary beneficiaries. The following table presents information on the combined assets and liabilities related to these consolidated VIEs.

	As of December 31,	
	2017	**2016**
Assets		
Consumer loans, held-for-investment	$ 1,289,010	$ 1,638,357
Restricted cash	11,563	13,393
Accrued interest receivable	19,360	24,528
Total assets[(A)]	$ 1,319,933	$ 1,676,278
Liabilities		
Notes and bonds payable[(B)]	$ 1,284,436	$ 1,648,488
Accounts payable and accrued expenses	4,007	951
Total liabilities[(A)]	$ 1,288,443	$ 1,649,439

(A) The creditors of the Consumer Loan SPVs do not have recourse to the general credit of New Residential, and the assets of the Consumer Loan SPVs are not directly available to satisfy New Residential's obligations.
(B) Includes $121.0 million face amount of bonds retained by New Residential issued by these VIEs.

Equity Method Investees

In February 2017, New Residential completed a co-investment, through a newly formed entity, PF LoanCo Funding LLC ("LoanCo"), to purchase up to $5.0 billion worth of newly originated consumer loans from Consumer Loan Seller over a two year term. New Residential, along with three co-investors, each acquired 25% membership interests in LoanCo. New Residential accounts for its investment in LoanCo pursuant to the equity method of accounting because it can exercise significant influence over LoanCo but the requirements for consolidation are not met. New Residential's investment in LoanCo is recorded as Investment in Consumer Loans, Equity Method Investees. LoanCo has elected to account for its investments in consumer loans at fair value. New Residential has elected to record LoanCo's activity on a one month lag.

In addition, New Residential and the LoanCo co-investors agreed to purchase warrants to purchase up to 177.7 million shares of Series F convertible preferred stock in the Consumer Loan Seller's parent company ("ParentCo"), which were valued at approximately $75.0 million in the aggregate as of February 2017, through a newly formed entity, PF WarrantCo Holdings, LP ("WarrantCo"). New Residential acquired a 23.57% interest in WarrantCo, the remaining interest being acquired by three co-investors. WarrantCo has agreed to purchase a pro rata portion of the warrants each time LoanCo closes on a portion of its consumer loan purchase agreement from Consumer Loan Seller. The holder of the warrants has the option to purchase an equivalent number of shares of Series F convertible preferred stock in ParentCo at a price of $0.01 per share. WarrantCo is vested in the warrants to purchase an aggregate of 70.1 million Series F convertible preferred stock in ParentCo as of November 30, 2017. The Series F convertible preferred stock holders have the right to convert such preferred stock to common stock at any time, are entitled to the number of votes equal to the number of shares of common stock into which such shares of convertible preferred stock could be converted, and will have liquidation rights in the event of liquidation. New Residential accounts for its investment in WarrantCo pursuant to the equity method of accounting because it can exercise significant influence over WarrantCo but the requirements for consolidation are not met. New Residential's investment in WarrantCo is recorded as Investment in Consumer Loans, Equity Method Investees. WarrantCo has elected to account for its investments in warrants at fair value. New Residential has elected to record WarrantCo's activity on a one month lag.

The following tables summarize the investment in LoanCo and WarrantCo held by New Residential:

	December 31, 2017[A]
Consumer loans, at fair value	$ 178,422
Warrants, at fair value	80,746
Other assets	46,342
Warehouse financing	(117,944)
Other liabilities	(13,059)
Equity	$ 174,507
Undistributed retained earnings	$ —
New Residential's investment	$ 42,473
New Residential's ownership	24.3%

	Year Ended December 31, 2017[A]
Interest income	$ 35,912
Interest expense	(8,144)
Change in fair value of consumer loans and warrants	56,324
Gain on sale of consumer loans[B]	26,400
Other expenses	(4,623)
Net income	$ 105,869
New Residential's equity in net income	$ 25,617
New Residential's ownership	24.2%

(A) Data as of, and for the periods ended, November 30, 2017, as a result of the one month reporting lag.
(B) During the year ended December 31, 2017, LoanCo sold, through securitizations which were treated as sales for accounting purposes, $1.7 billion in UPB of consumer loans. LoanCo retained $178.4 million of residual interests in the securitizations and distributed them to the LoanCo co-investors, including New Residential.

The following is a summary of LoanCo's consumer loan investments:

	Unpaid Principal Balance	Interest in Consumer Loans	Carrying Value	Weighted Average Coupon	Weighted Average Expected Life (Years)[A]	Weighted Average Delinquency[B]
December 31, 2017[C]	$ 178,422	25.0%	$ 178,422	15.1%	1.4	0.4%

(A) Represents the weighted average expected timing of the receipt of expected cash flows for this investment.
(B) Represents the percentage of the total unpaid principal balance that is 30+ days delinquent. Delinquency status is the primary credit quality indicator as it provides early warning of borrowers who may be experiencing financial difficulties.
(C) Data as of November 30, 2017 as a result of the one month reporting lag.

New Residential's investment in LoanCo and WarrantCo changed as follows:

Balance at December 31, 2016	$ —
Contributions to equity method investees	470,344
Distributions of earnings from equity method investees	(6,240)
Distributions of capital from equity method investees	(438,309)
Earnings from investments in consumer loans, equity method investees	25,617
Balance at December 31, 2017	$ 51,412

10. DERIVATIVES

As of December 31, 2017, New Residential's derivative instruments included economic hedges that were not designated as hedges for accounting purposes. New Residential uses economic hedges to hedge a portion of its interest rate risk exposure. Interest rate risk is sensitive to many factors, including governmental monetary and tax policies, domestic and international economic and political considerations, as well as other factors. New Residential's credit risk with respect to economic hedges is the risk of default on New Residential's investments that results from a borrower's or counterparty's inability or unwillingness to make contractually required payments.

As of December 31, 2017, New Residential held to-be-announced forward contract positions ("TBAs") of $3.1 billion in a short notional amount of Agency RMBS and any amounts or obligations owed by or to New Residential are subject to the right of set-off with the TBA counterparty. New Residential's net short position in TBAs was entered into as an economic hedge in order to mitigate New Residential's interest rate risk on certain specified mortgage backed securities. As of December 31, 2017, New
Residential separately held TBAs of $1.0 billion in a long notional amount of Agency RMBS and any amounts or obligations owed by or to New Residential are subject to the right of set-off with the TBA counterparty. As part of executing these trades, New Residential has entered into agreements with its TBA counterparties that govern the transactions for the TBA purchases or sales made, including margin maintenance, payment and transfer, events of default, settlements, and various other provisions. New Residential has fulfilled all obligations and requirements entered into under these agreements.

New Residential's derivatives are recorded at fair value on the Consolidated Balance Sheets as follows:

	Balance Sheet Location	December 31, 2017	December 31, 2016
Derivative assets			
Interest Rate Caps	Other assets	$ 2,423	$ 4,251
TBAs	Other assets	—	2,511
		$ 2,423	$ 6,762
Derivative liabilities			
Interest Rate Swaps[A]	Accrued expenses and other liabilities	$ —	$ 3,021
TBAs	Accrued expenses and other liabilities	697	—
		$ 697	$ 3,021

(A) Net of related variation margin accounts. As of December 31, 2017, no variation margin accounts existed.

The following table summarizes notional amounts related to derivatives:

	December 31,	
	2017	2016
TBAs, short position[(A)]	$ 3,101,100	$ 3,465,500
TBAs, long position[(A)]	1,014,000	2,125,552
Interest Rate Caps[(B)]	772,500	1,185,000
Interest Rate Swaps[(C)]	—	3,640,000

(A) Represents the notional amount of Agency RMBS, classified as derivatives.

(B) As of December 31, 2017, caps LIBOR at 0.50% for $425.0 million of notional, at 2.00% for $185.0 million of notional, at 4.00% for $12.5 million of notional, and at 4.00% for $150.0 million of notional. The weighted average maturity of the interest rate caps as of December 31, 2017 was 11 months.

(C) Receive LIBOR and pay a fixed rate. The weighted average maturity of the interest rate swaps as of December 31, 2016 was 22 months and the weighted average fixed pay rate was 1.35%. There were no interest rate swaps outstanding at December 31, 2017.

The following table summarizes all income (losses) recorded in relation to derivatives:

	Year Ended December 31,		
	2017	2016	2015
Other income (loss), net[A]			
TBAs	$ (1,793)	$ (414)	$ (2,058)
Interest Rate Caps	323	688	(1,749)
Interest Rate Swaps	(720)	5,500	269
	(2,190)	5,774	(3,538)
Gain (loss) on settlement of investments, net			
TBAs	$ (44,224)	$ (17,927)	$ (27,142)
Interest Rate Caps	(1,911)	(4,754)	(1,180)
Interest Rate Swaps	6,921	(4,810)	(18,660)
	(39,214)	(27,491)	(46,982)
Total income (losses)	$ (41,404)	$ (21,717)	$ (50,520)

(A) Represents unrealized gains (losses).

11. DEBT OBLIGATIONS

The following table presents certain information regarding New Residential's debt obligations:

	December 31, 2017									December 31, 2016
						Collateral				
Debt Obligations/Collateral	Outstanding Face Amount	Carrying Value[A]	Final Stated Maturity[B]	Weighted Average Funding Cost	Weighted Average Life (Years)	Outstanding Face	Amortized Cost Basis	Carrying Value	Weighted Average Life (Years)	Carrying Value[A]
Repurchase Agreements[C]										
Agency RMBS[D]	$ 1,974,164	$ 1,974,164	Jan-18	1.37%	0.1	$ 1,951,238	$ 2,014,038	$ 1,997,348	3.7	$ 1,764,760
Non-Agency RMBS[E]	4,720,290	4,720,290	Jan-18 to Mar-18	2.90%	0.1	11,899,935	5,467,187	5,839,524	7.7	2,654,242
Residential Mortgage Loans[F]	1,850,515	1,849,004	Feb-18 to Dec-19	3.73%	0.9	2,364,874	2,165,584	2,135,698	4.3	686,412
Real Estate Owned[G] [H]	118,778	118,681	Feb-18 to Dec-19	3.70%	0.8	N/A	N/A	142,404	N/A	85,217
Total Repurchase Agreements	8,663,747	8,662,139		2.74%	0.3					5,190,631
Notes and Bonds Payable										
Excess MSRs[I]	484,199	483,978	Jun-19 to Jul-22	5.31%	2.8	264,504,619	1,107,042	1,328,008	6.1	729,145
MSRs[J]	1,158,085	1,157,179	Feb-18 to Dec-22	5.44%	2.2	221,952,565	1,904,987	2,211,710	6.2	—
Servicer Advances[K]	4,066,567	4,060,156	Mar-18 to Dec-21	3.26%	2.0	4,255,047	4,596,042	4,699,418	4.5	5,549,872
Residential Mortgage Loans[L]	137,196	137,196	Oct-18 to Apr-20	3.61%	2.3	229,522	179,812	179,812	8.0	8,271
Consumer Loans[M]	1,248,050	1,242,756	Dec-21 to Mar-24	3.36%	3.1	1,377,625	1,380,202	1,374,097	3.5	1,700,211
Receivable from government agency[L]	3,126	3,126	Oct-18	3.90%	0.8	N/A	N/A	2,782	N/A	3,106
Total Notes and Bonds Payable	7,097,223	7,084,391		3.78%	2.3					7,990,605
Total/Weighted Average	$ 15,760,970	$ 15,746,530		3.21%	1.2					$ 13,181,236

(A) Net of deferred financing costs.
(B) All debt obligations with a stated maturity through February 13, 2018 were refinanced, extended or repaid.
(C) These repurchase agreements had approximately $16.9 million of associated accrued interest payable as of December 31, 2017.
(D) All of the Agency RMBS repurchase agreements have a fixed rate. Collateral amounts include approximately $1.0 billion of related trade and other receivables and $0.9 billion of treasury securities.

(E) All of the Non-Agency RMBS repurchase agreements have LIBOR-based floating interest rates. This includes repurchase agreements of $160.2 million on retained servicer advance and consumer loan bonds.

(F) All of these repurchase agreements have LIBOR-based floating interest rates.

(G) All of these repurchase agreements have LIBOR-based floating interest rates.

(H) Includes financing collateralized by receivables including claims from FHA on Ginnie Mae EBO loans for which foreclosure has been completed and for which New Residential has made or intends to make a claim on the FHA guarantee.

(I) Includes $204.2 million of corporate loans which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 3.75%, and includes $280.0 million of corporate loans which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 3.75%. The outstanding face amount of the collateral represents the UPB of the residential mortgage loans underlying the interests in MSRs that secure these notes.

(J) Includes: $290.0 million of MSR notes which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 4.25%, $232.9 million of MSR notes which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 3.75%, $74.0 million of MSR notes which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 3.50%; $487.2 million of MSR notes which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 4.00%; and $74.0 million of MSR notes which bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR and (ii) a margin of 3.13%. The outstanding face amount of the collateral represents the UPB of the residential mortgage loans underlying the MSRs and mortgage servicing rights financing receivables that secure these notes.

(K) $3.5 billion face amount of the notes have a fixed rate while the remaining notes bear interest equal to the sum of (i) a floating rate index equal to one-month LIBOR or a cost of funds rate, as applicable, and (ii) a margin ranging from 1.5% to 2.4%. Collateral includes Servicer Advance Investments, as well as servicer advances receivable related to the mortgage servicing rights and mortgage servicing rights financing receivables owned by NRM.

(L) Represents: (i) a $10.3 million note payable to Nationstar that bears interest equal to one-month LIBOR plus 2.88% and (ii) $130.0 million of asset-backed notes held by third parties which bear interest equal to 3.60%.

(M) Includes the SpringCastle debt, which is comprised of the following classes of asset-backed notes held by third parties: $927.0 million UPB of Class A notes with a coupon of 3.05% and a stated maturity date in November 2023; $210.8 million UPB of Class B notes with a coupon of 4.10% and a stated maturity date in March 2024; $18.3 million UPB of Class C-1 notes with a coupon of 5.63% and a stated maturity date in March 2024; $18.3 million UPB of Class C-2 notes with a coupon of 5.63% and a stated maturity date in March 2024. Also includes a $73.6 million face amount note collateralized by newly originated consumer loans which bears interest equal to 4.00%.

As of December 31, 2017, New Residential had no outstanding repurchase agreements where the amount at risk with any individual counterparty or group of related counterparties exceeded 10% of New Residential’s stockholders' equity. The amount at risk under repurchase agreements is defined as the excess of carrying amount (or market value, if higher than the carrying amount) of the securities or other assets sold under agreement to repurchase, including accrued interest plus any cash or other assets on deposit to secure the repurchase obligation, over the amount of the repurchase liability (adjusted for accrued interest).

General

Certain of the debt obligations included above are obligations of New Residential’s consolidated subsidiaries, which own the related collateral. In some cases, such collateral is not available to other creditors of New Residential.

New Residential has margin exposure on $8.7 billion of repurchase agreements as of December 31, 2017. To the extent that the value of the collateral underlying these repurchase agreements declines, New Residential may be required to post margin, which could significantly impact its liquidity.

HLSS Servicer Advance Receivables Trust (“HSART”)

On October 1, 2015, an event of default (the “Specified Default”) occurred under the indenture related to certain notes issued by HSART, a wholly-owned subsidiary of New Residential. The Specified Default occurred as a result of (and solely as a result of) Ocwen’s master servicer rating downgrade to “Below Average”, announced by S&P on September 29, 2015. After giving effect to such downgrade, Ocwen ceased to be an “Eligible Subservicer” under the indenture causing the “Collateral Test” under the indenture to not be satisfied. The continuing failure of the Collateral Test as of close of business on October 1, 2015 resulted in

the occurrence of the Specified Default. The Specified Default caused $2.5 billion of term notes issued by HSART to become immediately due and payable, without premium or penalty, as of the close of business on October 1, 2015, in accordance with the terms of HSART's indenture.

New Residential had previously secured approximately $4.0 billion of surplus servicer advance financing commitments from HSART's lenders. HSART repaid all $2.5 billion of the term notes on October 2, 2015 in full with the proceeds of draws by HSART on variable funding notes previously issued by HSART. The holders of the variable funding notes issued by HSART previously agreed that the Specified Default would not be deemed an "event of default" under HSART's indenture for purposes of their variable funding notes. After giving effect to the repayment of the term notes issued by HSART, the only outstanding notes issued by HSART are variable funding notes. No other material obligation of HSART arises, increases or accelerates as a result of the transactions described herein.

During the first three quarters of 2015, through their investment manager, certain bondholders (the "HSART Bondholders") alleged that events of default had occurred under HSART and that, as a result, the HSART Bondholders were due additional interest under the related agreements. In February 2015, in response to such allegations, instead of releasing such amounts to New Residential's subsidiary that sponsors the HSART transaction entitled thereto, the trustee of HSART began to withhold, monthly, such interest (the "Withheld Funds") so that such amounts were reserved in the event that it was determined that any of the alleged events of default had occurred. On August 28, 2015, the trustee commenced a legal proceeding requesting instruction from the court regarding the alleged defaults and the disposition of the Withheld Funds.

On October 2, 2015, as described above, the notes held by the HSART Bondholders were repaid in full. On October 14, 2015, the court ruled that no event of default had occurred under HSART, authorized the trustee to release the Withheld Funds and dismissed the legal proceeding. As a result of this ruling, $92.7 million was released from restricted cash accounts related to HSART and became available for unrestricted use by New Residential.

On October 13, 2015, New Residential entered into a settlement agreement in connection with which a subsidiary of New Residential was liable for a $9.1 million payment to certain HSART Bondholders, which was recorded within General and Administrative Expenses; this agreement did not impact other former or existing bondholders of HSART.

Consumer Loans

In October 2016, the Consumer Loan Companies (Note 9) refinanced their outstanding asset-backed notes with a new asset-backed securitization. The issuance consisted of $1.7 billion face amount of asset-backed notes comprised of six classes with maturity dates in November 2023 and March 2024, of which approximately $157.6 million face amount was retained by the Consumer Loan Companies and subsequently distributed to their members including New Residential. New Residential's $79.9 million portion of these bonds is not treated as outstanding debt in consolidation. In connection with the refinancing, the Consumer Loan Companies recorded approximately $4.7 million of loss on extinguishment of debt related to an unamortized discount.

Activities related to the carrying value of New Residential's debt obligations were as follows:

	Excess MSRs	MSRs	Servicer Advances[(A)]	Real Estate Securities	Residential Mortgage Loans and REO	Consumer Loans	Total
Balance at December 31, 2015	$ 182,978	$ —	$ 7,047,061	$ 3,017,157	$ 1,004,980	$ 40,446	$ 11,292,622
Repurchase Agreements:							
Borrowings	—	—	—	30,441,880	552,459	21,458	31,015,797
Repayments	—	—	—	(29,040,035)	(764,113)	(61,904)	(29,866,052)
Capitalized deferred financing costs, net of amortization	—	—	—	—	(2,169)	—	(2,169)
Notes and Bonds Payable:							
Acquired borrowings, net of discount	—	—	—	—	—	1,803,192	1,803,192
Borrowings	1,141,996	—	6,857,006	—	—	1,789,706	9,788,708
Repayments	(592,175)	—	(8,354,692)	—	(8,151)	(1,888,714)	(10,843,732)
Discount on borrowings, net of amortization	1,420	—	—	—	—	(3,374)	(1,954)
Capitalized deferred financing costs, net of amortization	(5,074)	—	497	—	—	(599)	(5,176)
Balance at December 31, 2016	$ 729,145	$ —	$ 5,549,872	$ 4,419,002	$ 783,006	$ 1,700,211	$ 13,181,236
Repurchase Agreements:							
Borrowings	—	—	—	55,233,007	2,529,556	—	57,762,563
Repayments	—	—	—	(52,957,555)	(1,334,952)	—	(54,292,507)
Capitalized deferred financing costs, net of amortization	—	—	—	—	1,449	—	1,449
Notes and Bonds Payable:							
Borrowings	1,400,354	1,172,058	5,344,985	—	140,323	—	8,057,720
Repayments	(1,650,409)	(13,973)	(6,838,862)	—	(11,375)	(456,904)	(8,971,523)
Discount on borrowings, net of amortization	—	—	(147)	—	—	(700)	(847)
Capitalized deferred financing costs, net of amortization	4,888	(906)	4,308	—	—	149	8,439
Balance at December 31, 2017	$ 483,978	$ 1,157,179	$ 4,060,156	$ 6,694,454	$ 2,108,007	$ 1,242,756	$ 15,746,530

(A) New Residential net settles daily borrowings and repayments of the Notes and Bonds Payable on its servicer advances.

Maturities

New Residential's debt obligations as of December 31, 2017 had contractual maturities as follows:

Year	Nonrecourse	Recourse	Total
2018	$ 1,160,873	$ 9,020,147	$ 10,181,020
2019	1,391,994	530,794	1,922,788
2020	506,269	—	506,269
2021	1,211,100	—	1,211,100
2022	74,000	691,385	765,385
2023 and thereafter	1,174,408	—	1,174,408
	$ 5,518,644	$ 10,242,326	$ 15,760,970

Borrowing Capacity

The following table represents New Residential's borrowing capacity as of December 31, 2017:

Debt Obligations/ Collateral	Borrowing Capacity	Balance Outstanding	Available Financing
Repurchase Agreements			
Residential mortgage loans and REO	$ 2,735,000	$ 1,969,293	$ 765,707
Notes and Bonds Payable			
Excess MSRs	750,000	280,000	470,000
MSRs	775,000	670,898	104,102
Servicer advances[(A)]	1,910,120	1,585,069	325,051
Consumer loans	150,000	73,646	76,354
	$ 6,320,120	$ 4,578,906	$ 1,741,214

(A) New Residential's unused borrowing capacity is available if New Residential has additional eligible collateral to pledge and meets other borrowing conditions as set forth in the applicable agreements, including any applicable advance rate. New Residential pays a 0.02% fee on the unused borrowing capacity. Excludes borrowing capacity and outstanding debt for retained Non-Agency bonds collateralized by servicer advances with a current face amount of $93.5 million.

Certain of the debt obligations are subject to customary loan covenants and event of default provisions, including event of default provisions triggered by certain specified declines in New Residential's equity or a failure to maintain a specified tangible net worth, liquidity, or indebtedness to tangible net worth ratio. New Residential was in compliance with all of its debt covenants as of December 31, 2017.

12. FAIR VALUE MEASUREMENT

U.S. GAAP requires the categorization of fair value measurement into three broad levels which form a hierarchy based on the transparency of inputs to the valuation.

Level 1 - Quoted prices in active markets for identical instruments.
Level 2 - Valuations based principally on other observable market parameters, including:

- Quoted prices in active markets for similar instruments,
- Quoted prices in less active or inactive markets for identical or similar instruments,
- Other observable inputs (such as interest rates, yield curves, volatilities, prepayment rates, loss severities, credit risks and default rates), and
- Market corroborated inputs (derived principally from or corroborated by observable market data).

Level 3 - Valuations based significantly on unobservable inputs.

New Residential follows this hierarchy for its fair value measurements. The classifications are based on the lowest level of input that is significant to the fair value measurement.

The carrying values and fair values of New Residential's assets and liabilities recorded at fair value on a recurring basis, as well as other financial instruments for which fair value is disclosed, as of December 31, 2017 were as follows:

	Principal Balance or Notional Amount	Carrying Value	Fair Value			
			Level 1	Level 2	Level 3	Total
Assets:						
Investments in:						
Excess mortgage servicing rights, at fair value[(A)]	$ 217,121,299	$ 1,173,713	$ —	$ —	$ 1,173,713	$ 1,173,713
Excess mortgage servicing rights, equity method investees, at fair value[(A)]	50,501,054	171,765	—	—	171,765	171,765
Mortgage servicing rights, at fair value[(A)]	172,454,150	1,735,504	—	—	1,735,504	1,735,504
Mortgage servicing rights financing receivables, at fair value[(A)]	64,344,893	598,728	—	—	598,728	598,728
Servicer advance investments, at fair value	3,581,876	4,027,379	—	—	4,027,379	4,027,379
Real estate and other securities, available-for-sale	14,822,986	8,071,140	—	2,096,351	5,974,789	8,071,140
Residential mortgage loans, held-for-investment	806,635	691,155	—	—	694,692	694,692
Residential mortgage loans, held-for-sale	1,907,052	1,725,534	—	—	1,794,210	1,794,210
Consumer loans, held-for-investment	1,377,792	1,374,263	—	—	1,379,746	1,379,746
Derivative assets	772,500	2,423	—	2,423	—	2,423
Cash and cash equivalents	295,798	295,798	295,798	—	—	295,798
Restricted cash	150,252	150,252	150,252	—	—	150,252
Other assets	1,788,354	28,802	19,259	—	9,543	28,802
		$ 20,046,456	$ 465,309	$ 2,098,774	$ 17,560,069	$ 20,124,152
Liabilities:						
Repurchase agreements	$ 8,663,747	$ 8,662,139	$ —	$ 8,663,747	$ —	$ 8,663,747
Notes and bonds payable	7,097,223	7,084,391	—	—	7,109,803	7,109,803
Derivative liabilities	4,115,100	697	—	697	—	697
		$ 15,747,227	$ —	$ 8,664,444	$ 7,109,803	$ 15,774,247

(A) The notional amount represents the total unpaid principal balance of the residential mortgage loans underlying the MSRs, MSR financing receivables, and Excess MSRs. New Residential does not receive an excess mortgage servicing amount on non-performing loans in Agency portfolios.

The carrying values and fair values of New Residential's assets and liabilities recorded at fair value on a recurring basis, as well as other financial instruments for which fair value is disclosed, as of December 31, 2016 were as follows:

	Principal Balance or Notional Amount	Carrying Value	Fair Value			
			Level 1	Level 2	Level 3	Total
Assets						
Investments in:						
Excess mortgage servicing rights, at fair value[A]	$ 277,975,997	$ 1,399,455	$ —	$ —	$ 1,399,455	$ 1,399,455
Excess mortgage servicing rights, equity method investees, at fair value[A]	60,677,300	194,788	—	—	194,788	194,788
Mortgage servicing rights, at fair value[A]	79,935,302	659,483	—	—	659,483	659,483
Servicer advance investments, at fair value	5,617,759	5,706,593	—	—	5,706,593	5,706,593
Real estate securities, available-for-sale	8,788,957	5,073,858	—	1,530,298	3,543,560	5,073,858
Residential mortgage loans, held-for-investment	203,673	190,761	—	—	190,343	190,343
Residential mortgage loans, held-for-sale	908,930	696,665	—	—	717,985	717,985
Consumer loans, held-for-investment	1,809,952	1,799,486	—	—	1,819,106	1,819,106
Derivative assets	6,776,052	6,762	—	6,762	—	6,762
Cash and cash equivalents	290,602	290,602	290,602	—	—	290,602
Restricted cash	163,095	163,095	163,095	—	—	163,095
Other assets	888,412	4,856	—	—	4,856	4,856
		$ 16,186,404	$ 453,697	$ 1,537,060	$ 14,236,169	$ 16,226,926
Liabilities						
Repurchase agreements	$ 5,193,686	$ 5,190,631	$ —	$ 5,193,686	$ —	$ 5,193,686
Notes and bonds payable	8,015,097	7,990,605	—	—	7,993,326	7,993,326
Derivative liabilities	3,640,000	3,021	—	3,021	—	3,021
		$ 13,184,257	$ —	$ 5,196,707	$ 7,993,326	$ 13,190,033

(A) The notional amount represents the total unpaid principal balance of the residential mortgage loans underlying the MSRs and Excess MSRs. New Residential does not receive an excess mortgage servicing amount on non-performing loans in Agency portfolios.

New Residential has various processes and controls in place to ensure that fair value is reasonably estimated. With respect to the broker and pricing service quotations, to ensure these quotes represent a reasonable estimate of fair value, New Residential's quarterly procedures include a comparison to quotations from different sources, outputs generated from its internal pricing models and transactions New Residential has completed with respect to these or similar assets or liabilities, as well as on its knowledge and experience of these markets. With respect to fair value estimates generated based on New Residential's internal pricing models, New Residential corroborates the inputs and outputs of the internal pricing models by comparing them to available independent third party market parameters, where available, and models for reasonableness. New Residential believes its valuation methods and the assumptions used are appropriate and consistent with other market participants.

Fair value measurements categorized within Level 3 are sensitive to changes in the assumptions or methodology used to determine fair value and such changes could result in a significant increase or decrease in the fair value.

New Residential's assets measured at fair value on a recurring basis using Level 3 inputs changed as follows:

	Level 3							
	Excess MSRs[A]							
	Agency	Non-Agency	Excess MSRs in Equity Method Investees[A][B]	MSRs[A]	Mortgage Servicing Rights Financing Receivables[A]	Servicer Advance Investments	Non-Agency RMBS	Total
Balance at December 31, 2015	$ 437,201	$ 1,144,316	$ 217,221	$ —	$ —	$ 7,426,794	$ 1,584,283	$ 10,809,815
Transfers[C]								
Transfers from Level 3	—	—	—	—	—	—	—	—
Transfers to Level 3	—	—	—	—	—	—	—	—
Gains (losses) included in net income								
Included in other-than-temporary impairment on securities[D]	—	—	—	—	—	—	(10,264)	(10,264)
Included in change in fair value of investments in excess mortgage servicing rights[D]	(5,372)	(1,925)	—	—	—	—	—	(7,297)
Included in change in fair value of investments in excess mortgage servicing rights, equity method investees[D]	—	—	16,526	—	—	—	—	16,526
Included in servicing revenue, net[E]	—	—	—	88,325	—	—	—	88,325
Included in change in fair value of servicer advance investments	—	—	—	—	—	(7,768)	—	(7,768)
Included in gain (loss) on settlement of investments, net	—	—	—	—	—	—	(18,117)	(18,117)
Included in other income (loss), net[D]	2,452	350	—	—	—	—	(4,875)	(2,073)
Gains (losses) included in other comprehensive income[F]	—	—	—	—	—	—	124,669	124,669
Interest income	35,526	114,615	—	—	—	364,350	209,706	724,197
Purchases, sales, repayments and transfers								
Purchases	—	124	—	571,158	—	15,266,816	2,746,409	18,584,507
Proceeds from sales	—	—	—	—	—	—	(261,192)	(261,192)
Proceeds from repayments	(88,050)	(239,782)	(38,959)	—	—	(17,343,599)	(827,059)	(18,537,449)
Balance at December 31, 2016	$ 381,757	$ 1,017,698	$ 194,788	$ 659,483	$ —	$ 5,706,593	$ 3,543,560	$ 11,503,879
Transfers[C]								
Transfers from Level 3	—	—	—	—	—	—	—	—
Transfers to Level 3	—	—	—	—	—	—	—	—
Gains (losses) included in net income								
Included in other-than-temporary impairment on securities[D]	—	—	—	—	—	—	(10,334)	(10,334)
Included in change in fair value of investments in excess mortgage servicing rights[D]	(3,037)	7,359	—	—	—	—	—	4,322
Included in change in fair value of investments in excess mortgage servicing rights, equity method investees[D]	—	—	12,617	—	—	—	—	12,617
Included in servicing revenue, net[E]	—	—	—	(67,672)	—	—	—	(67,672)
Included in change in fair value of investments in mortgage servicing rights financing receivables[D]	—	—	—	—	66,394	—	—	66,394
Included in change in fair value of servicer advance investments	—	—	—	—	—	84,418	—	84,418
Included in gain (loss) on settlement of investments, net	—	—	—	—	—	9,327	18,050	27,377
Included in other income (loss), net[D]	2,150	2,227	—	—	—	—	2,883	7,260
Gains (losses) included in other comprehensive income[F]	—	—	—	—	—	—	244,608	244,608
Interest income	28,351	74,702	—	—	—	528,356	333,297	964,706
Purchases, sales and repayments								
Purchases	—	—	—	1,143,693	467,884	12,168,519	3,052,965	16,833,061
Proceeds from sales	(13,505)		—	—	—	—	(182,325)	(195,830)
Proceeds from repayments	(71,080)	(180,927)	(35,640)	—	—	(13,988,614)	(1,027,915)	(15,304,176)
Ocwen Transaction (Note 5)	—	(71,982)	—	—	64,450	(481,220)	—	(488,752)
Balance at December 31, 2017	$ 324,636	$ 849,077	$ 171,765	$ 1,735,504	$ 598,728	$ 4,027,379	$ 5,974,789	$ 13,681,878

(A) Includes the recapture agreement for each respective pool, as applicable.
(B) Amounts represent New Residential's portion of the Excess MSRs held by the respective joint ventures in which New Residential has a 50% interest.

(C) Transfers are assumed to occur at the beginning of the respective period.
(D) The gains (losses) recorded in earnings during the period are attributable to the change in unrealized gains (losses) relating to Level 3 assets still held at the reporting dates and realized gains (losses) recorded during the period.
(E) The components of Servicing revenue, net are disclosed in Note 5.
(F) These gains (losses) were included in net unrealized gain (loss) on securities in the Consolidated Statements of Comprehensive Income.

Investments in Excess MSRs, Excess MSRs Equity Method Investees, MSRs and MSR Financing Receivables Valuation

Fair value estimates of New Residential's investments in MSRs and Excess MSRs were based on internal pricing models. The valuation technique is based on discounted cash flows. Significant inputs used in the valuations included expectations of prepayment rates, delinquency rates, recapture rates, the mortgage servicing amount or excess mortgage servicing amount of the underlying residential mortgage loans, as applicable, and discount rates that market participants would use in determining the fair values of mortgage servicing rights on similar pools of residential mortgage loans. In addition, for investments in MSRs significant inputs included the market-level estimated cost of servicing.

In order to evaluate the reasonableness of its fair value determinations, New Residential engages an independent valuation firm to separately measure the fair value of its investments in MSRs and Excess MSRs. The independent valuation firm determines an estimated fair value range of each pool based on its own models and issues a "fairness opinion" with this range. New Residential compares the range included in the opinion to the value generated by its internal models. To date, New Residential has not made any significant valuation adjustments as a result of these fairness opinions.

In addition, in valuing the investments in MSRs and Excess MSRs, New Residential considered the likelihood of one of its servicers being removed as the servicer, which likelihood is considered to be remote.

Significant increases (decreases) in the discount rates, prepayment or delinquency rates, or costs of servicing, in isolation would result in a significantly lower (higher) fair value measurement, whereas significant increases (decreases) in the recapture rates or mortgage servicing amount or excess mortgage servicing amount, as applicable, in isolation would result in a significantly higher (lower) fair value measurement. Generally, a change in the delinquency rate assumption is accompanied by a directionally similar change in the assumption used for the prepayment rate.

The following tables summarize certain information regarding the weighted average inputs used in valuing the Excess MSRs, owned directly and through equity method investees:

	December 31, 2017				
	Significant Inputs[A]				
	Prepayment Rate[B]	Delinquency[C]	Recapture Rate[D]	Mortgage Servicing Amount or Excess Mortgage Servicing Amount (bps)[E]	Collateral Weighted Average Maturity Years[F]
Excess MSRs Directly Held (Note 4)					
Agency					
Original Pools	9.7%	3.0%	31.6%	21	23
Recaptured Pools	7.1%	4.4%	23.1%	22	24
Recapture Agreement	7.1%	4.3%	26.2%	21	—
	8.8%	3.5%	29.1%	21	23
Non-Agency[G]					
Nationstar and SLS Serviced:					
Original Pools	12.2%	N/A	15.4%	15	24
Recaptured Pools	6.9%	N/A	19.8%	22	24
Recapture Agreement	6.9%	N/A	19.7%	20	—
Ocwen Serviced Pools	8.8%	N/A	—%	14	26
	9.4%	N/A	4.0%	15	26
Total/Weighted Average--Excess MSRs Directly Held	9.2%	3.5%	10.9%	16	25
Excess MSRs Held through Equity Method Investees (Note 4)					
Agency					
Original Pools	11.3%	5.0%	34.8%	19	22
Recaptured Pools	7.3%	4.7%	24.3%	23	24
Recapture Agreement	7.3%	4.7%	24.2%	23	—
Total/Weighted Average--Excess MSRs Held through Investees	9.3%	4.8%	29.5%	21	23
Total/Weighted Average--Excess MSRs All Pools	9.2%	3.8%	14.9%	17	25
MSRs					
Agency					
Mortgage Servicing Rights[H]	10.5%	0.9%	25.4%	27	21
Mortgage Servicing Rights Financing Receivables[H]	10.3%	0.9%	14.8%	27	20
Non-Agency					
Mortgage Servicing Rights Financing Receivables[H]	10.0%	10.9%	—%	34	22

	December 31, 2016				
	Significant Inputs[A]				
	Prepayment Rate[B]	Delinquency[C]	Recapture Rate[D]	Mortgage Servicing Amount or Excess Mortgage Servicing Amount (bps)[E]	Collateral Weighted Average Maturity Years[F]
Excess MSRs Directly Held (Note 4)					
Agency					
Original Pools	10.1%	3.2%	32.6%	21	24
Recaptured Pools	7.4%	4.3%	23.0%	21	25
Recapture Agreement	7.4%	5.0%	20.0%	22	—
	9.3%	3.6%	29.5%	21	24
Non-Agency[G]					
Nationstar and SLS Serviced:					
Original Pools	11.8%	N/A	10.7%	14	24
Recaptured Pools	7.9%	N/A	20.0%	21	24
Recapture Agreement	7.5%	N/A	20.0%	20	—
Ocwen Serviced Pools	8.8%	N/A	—%	14	26
	9.4%	N/A	2.7%	14	26
Total/Weighted Average--Excess MSRs Directly Held	9.4%	3.6%	10.0%	16	26
Excess MSRs Held through Equity Method Investees (Note 4)					
Agency					
Original Pools	11.8%	5.2%	35.0%	19	23
Recaptured Pools	7.3%	4.5%	24.7%	23	25
Recapture Agreement	7.3%	5.0%	20.0%	23	—
Total/Weighted Average--Excess MSRs Held through Investees	9.8%	5.0%	29.8%	21	24
Total/Weighted Average--Excess MSRs All Pools	9.5%	3.9%	14.2%	17	26
MSRs					
Agency					
Mortgage Servicing Rights[H]	12.4%	2.8%	27.5%	26	23

(A) Weighted by fair value of the portfolio.
(B) Projected annualized weighted average lifetime voluntary and involuntary prepayment rate using a prepayment vector.
(C) Projected percentage of residential mortgage loans in the pool for which the borrower will miss its mortgage payments.
(D) Percentage of voluntarily prepaid loans that are expected to be refinanced by the related servicer or subservicer, as applicable.
(E) Weighted average total mortgage servicing amount, in excess of the basic fee as applicable, measured in bps. A weighted average cost of subservicing of $7.23 per loan per month was used to value the agency MSRs, including MSR Financing Receivables. A weighted average cost of subservicing of $12.45 per loan per month was used to value the non-agency MSRs, including MSR Financing Receivables.
(F) Weighted average maturity of the underlying residential mortgage loans in the pool.
(G) For certain pools, the Excess MSR will be paid on the total UPB of the mortgage portfolio (including both performing and delinquent loans until REO). For these pools, no delinquency assumption is used.
(H) For certain pools, recapture rate represents the expected recapture rate with the successor subservicer appointed by NRM.

As of December 31, 2017 and 2016, weighted average discount rates of 8.9% and 9.8%, respectively, were used to value New Residential's investments in Excess MSRs (directly and through equity method investees). As of December 31, 2017 and 2016, weighted average discount rates of 9.1% and 12.0% were used to value New Residential's investments in MSRs, respectively. As

of December 31, 2017, a weighted average discount rate of 9.4% was used to value New Residential's investments in MSR financing receivables.

All of the assumptions listed have some degree of market observability, based on New Residential's knowledge of the market, relationships with market participants, and use of common market data sources. New Residential uses assumptions that generate its best estimate of future cash flows for each investment in MSRs and Excess MSRs.

When valuing investments in MSRs and Excess MSRs, New Residential uses the following criteria to determine the significant inputs:

- Prepayment Rate: Prepayment rate projections are in the form of a "vector" that varies over the expected life of the pool. The prepayment vector specifies the percentage of the collateral balance that is expected to prepay voluntarily (i.e., pay off) and involuntarily (i.e., default) at each point in the future. The prepayment vector is based on assumptions that reflect macroeconomic conditions and loan level factors such as the borrower's interest rate, FICO score, loan-to-value ratio, debt-to-income ratio, vintage on a loan level basis, as well as the projected effect on loans eligible for the Home Affordable Refinance Program 2.0 ("HARP 2.0"). New Residential considers historical prepayment experience associated with the collateral when determining this vector and also reviews industry research on the prepayment experience of similar loan pools. This data is obtained from remittance reports, market data services and other market sources.
- Delinquency Rates: For existing mortgage pools, delinquency rates are based on the recent pool-specific experience of loans that missed their latest mortgage payments. Delinquency rate projections are in the form of a "vector" that varies over the expected life of the pool. The delinquency vector specifies the percentage of the unpaid principal balance that is expected to be delinquent each month. The delinquency vector is based on assumptions that reflect macroeconomic conditions, the historical delinquency rates for the pools and the underlying borrower characteristics such as the FICO score and loan-to-value ratio. For the recapture agreements and recaptured loans, delinquency rates are based on the experience of similar loan pools originated by New Residential's servicers and subservicers, and delinquency experience over the past year. New Residential believes this time period provides a reasonable sample for projecting future delinquency rates while taking into account current market conditions. Additional consideration is given to loans that are expected to become 30 or more days delinquent.
- Recapture Rates: Recapture rates are based on actual average recapture rates experienced by New Residential's servicers and subservicers on similar residential mortgage loan pools. Generally, New Residential looks to three to six months' worth of actual recapture rates, which it believes provides a reasonable sample for projecting future recapture rates while taking into account current market conditions. Recapture rate projections are in the form of a "vector" that varies over the expected life of the pool. The recapture vector specifies the percentage of the refinanced loans that have been recaptured within the pool by the servicer or subservicer. The recapture vector takes into account the nature and timeline of the relationship between the borrowers in the pool and the servicer or subservicer, the customer retention programs offered by the servicer or subservicer and the historical recapture rates.
- Mortgage Servicing Amount or Excess Mortgage Servicing Amount: For existing mortgage pools, mortgage servicing amount and excess mortgage servicing amount projections are based on the actual total mortgage servicing amount, in excess of a base fee as applicable. For loans expected to be refinanced by the related servicer or subservicer and subject to a recapture agreement, New Residential considers the mortgage servicing amount or excess mortgage servicing amount on loans recently originated by the related servicer over the past three months and other general market considerations. New Residential believes this time period provides a reasonable sample for projecting future mortgage servicing amounts and excess mortgage servicing amounts while taking into account current market conditions.
- Discount Rate: The discount rates used by New Residential are derived from market data on pricing of mortgage servicing rights backed by similar collateral.
- Cost of subservicing: The costs of subservicing used by New Residential are based on available market data for various loan types.

New Residential uses different prepayment and delinquency assumptions in valuing the MSRs and Excess MSRs relating to the original loan pools, the recapture agreements and the MSRs and Excess MSRs relating to recaptured loans. The prepayment rate and delinquency rate assumptions differ because of differences in the collateral characteristics, eligibility for HARP 2.0 and expected borrower behavior for original loans and loans which have been refinanced. The assumptions for recapture and discount rates when valuing investments in MSRs and Excess MSRs and recapture agreements are based on historical recapture experience and market pricing.

Servicer Advance Investments Valuation

New Residential uses internal pricing models to estimate the future cash flows related to the Servicer Advance Investments that incorporate significant unobservable inputs and include assumptions that are inherently subjective and imprecise. New Residential's estimations of future cash flows include the combined cash flows of all of the components that comprise the Servicer Advance Investments: existing advances, the requirement to purchase future advances, the recovery of advances and the right to the basic fee component of the related MSR. The factors that most significantly impact the fair value include (i) the rate at which the servicer advance balance changes over the term of the investment, (ii) the UPB of the underlying loans with respect to which New Residential has the obligation to make advances and owns the basic fee component of the related MSR which, in turn, is driven by prepayment rates and (iii) the percentage of delinquent loans with respect to which New Residential owns the basic fee component of the related MSR. The valuation technique is based on discounted cash flows. Significant inputs used in the valuations included the assumptions used to establish the aforementioned cash flows and discount rates that market participants would use in determining the fair values of Servicer Advance Investments.

In order to evaluate the reasonableness of its fair value determinations, New Residential engages an independent valuation firm to separately measure the fair value of its Servicer Advance Investments. The independent valuation firm determines an estimated fair value range based on its own models and issues a "fairness opinion" with this range. New Residential compares the range included in the opinion to the value generated by its internal models. To date, New Residential has not made any significant valuation adjustments as a result of these fairness opinions.

In valuing the Servicer Advance Investments, New Residential considered the likelihood of the related servicer being removed as the servicer, which likelihood is considered to be remote.

Significant increases (decreases) in the advance balance-to-UPB ratio, prepayment rate, delinquency rate, or discount rate, in isolation, would result in a significantly lower (higher) fair value measurement. Generally, a change in the delinquency rate assumption is accompanied by a directionally similar change in the assumption used for the advance balance-to-UPB ratio.

The following table summarizes certain information regarding the inputs used in valuing the Servicer Advance Investments, including the basic fee component of the related MSRs:

	Significant Inputs					
	Weighted Average					
	Outstanding Servicer Advances to UPB of Underlying Residential Mortgage Loans	Prepayment Rate[A]	Delinquency	Mortgage Servicing Amount[B]	Discount Rate	Collateral Weighted Average Maturity (Years)[C]
December 31, 2017	1.7%	10.0%	13.8%	18.2 bps	6.8%	25.6
December 31, 2016	2.1%	9.8%	14.9%	8.3 bps	5.6%	24.8

(A) Projected annual weighted average lifetime voluntary and involuntary prepayment rate using a prepayment vector.
(B) Mortgage servicing amount is net of 12.5 bps and 22.4 bps which represent the amounts New Residential paid its servicers as a monthly servicing fee as of December 31, 2017 and 2016, respectively.
(C) Weighted average maturity of the underlying residential mortgage loans in the pool.

The valuation of the Servicer Advance Investments also takes into account the performance fee paid to the servicer, which in the case of the Buyer is based on its equity returns and therefore is impacted by relevant financing assumptions such as loan-to-value ratio and interest rate, and which in the case of Servicer Advance Investments acquired from HLSS is based partially on future LIBOR estimates. All of the assumptions listed have some degree of market observability, based on New Residential's knowledge of the market, relationships with market participants, and use of common market data sources. The prepayment rate, the delinquency rate and the advance-to-UPB ratio projections are in the form of "curves" or "vectors" that vary over the expected life of the underlying mortgages and related servicer advances. New Residential uses assumptions that generate its best estimate of future cash flows for each Servicer Advance Investment, including the basic fee component of the related MSR.

When valuing Servicer Advance Investments, New Residential uses the following criteria to determine the significant inputs:

- Servicer advance balance: Servicer advance balance projections are in the form of a "vector" that varies over the expected life of the residential mortgage loan pool. The servicer advance balance projection is based on assumptions that reflect factors such as the borrower's expected delinquency status, the rate at which delinquent borrowers re-perform or become current again, servicer modification offer and acceptance rates, liquidation timelines and the servicers' stop advance and clawback policies.
- Prepayment Rate: Prepayment rate projections are in the form of a "vector" that varies over the expected life of the pool. The prepayment vector specifies the percentage of the collateral balance that is expected to prepay voluntarily (i.e., pay off) and involuntarily (i.e., default) at each point in the future. The prepayment vector is based on assumptions that reflect macroeconomic conditions and factors such as the borrower's FICO score, loan-to-value ratio, debt-to-income ratio, and vintage on a loan level basis. New Residential considers collateral-specific prepayment experience when determining this vector.
- Delinquency Rates: For existing mortgage pools, delinquency rates are based on the recent pool-specific experience of loans that missed recent mortgage payment(s) as well as loan- and borrower-specific characteristics such as the borrower's FICO score, the loan-to-value ratio, debt-to-income ratio, occupancy status, loan documentation, payment history and previous loan modifications. New Residential believes the time period utilized provides a reasonable sample for projecting future delinquency rates while taking into account current market conditions.
- Mortgage Servicing Amount: Mortgage servicing amounts are contractually determined on a pool-by-pool basis. New Residential projects the weighted average mortgage servicing amount based on its projections for prepayment rates.
- LIBOR: The performance-based incentive fees on both Ocwen-serviced and Nationstar-serviced Servicer Advance Investments portfolios are driven by LIBOR-based factors. The LIBOR curves used are widely used by market participants as reference rates for many financial instruments.
- Discount Rate: The discount rates used by New Residential are derived from market data on pricing of mortgage servicing rights backed by similar collateral and the advances made thereon.

Real Estate and Other Securities Valuation

New Residential's securities valuation methodology and results are further detailed as follows:

			Fair Value			
Asset Type	**Outstanding Face Amount**	**Amortized Cost Basis**	**Multiple Quotes[A]**	**Single Quote[B]**	**Total**	**Level**
December 31, 2017						
Agency RMBS	$ 1,203,629	$ 1,247,093	$ 1,243,617	$ —	$ 1,243,617	2
Treasury	862,000	858,028	852,734	—	852,734	2
Non-Agency RMBS[C]	12,757,357	5,599,644	5,963,577	11,212	5,974,789	3
Total	$ 14,822,986	$ 7,704,765	$ 8,059,928	$ 11,212	$ 8,071,140	
December 31, 2016						
Agency RMBS	$ 1,486,739	$ 1,532,421	$ 1,530,298	$ —	$ 1,530,298	2
Non-Agency RMBS[C]	7,302,218	3,415,906	3,028,094	515,466	3,543,560	3
Total	$ 8,788,957	$ 4,948,327	$ 4,558,392	$ 515,466	$ 5,073,858	

(A) New Residential generally obtained pricing service quotations or broker quotations from two sources, one of which was generally the seller (the party that sold New Residential the security) for Non-Agency RMBS. New Residential evaluates quotes received and determines one as being most representative of fair value, and does not use an average of the quotes. Even if New Residential receives two or more quotes on a particular security that come from non-selling brokers or pricing services, it does not use an average because it believes using an actual quote more closely represents a transactable price for the security than an average level. Furthermore, in some cases there is a wide disparity between the quotes New Residential receives. New Residential believes using an average of the quotes in these cases would not represent the fair value of the asset. Based on New Residential's own fair value analysis, it selects one of the quotes which is believed to more accurately reflect fair value. New Residential has not adjusted any of the quotes received in the periods presented.

These quotations are generally received via email and contain disclaimers which state that they are "indicative" and not "actionable" — meaning that the party giving the quotation is not bound to actually purchase the security at the quoted price. New Residential's investments in Agency RMBS are classified within Level 2 of the fair value hierarchy because the market for these securities is very active and market prices are readily observable.

The third-party pricing services and brokers engaged by New Residential (collectively, "valuation providers") use either the income approach or the market approach, or a combination of the two, in arriving at their estimated valuations of RMBS. Valuation providers using the market approach generally look at prices and other relevant information generated by market transactions involving identical or comparable assets. Valuation providers using the income approach create pricing models that generally incorporate such assumptions as discount rates, expected prepayment rates, expected default rates and expected loss severities. New Residential has reviewed the methodologies utilized by its valuation providers and has found them to be consistent with GAAP requirements. In addition to obtaining multiple quotations, when available, and reviewing the valuation methodologies of its valuation providers, New Residential creates its own internal pricing models for Level 3 securities and uses the outputs of these models as part of its process of evaluating the fair value estimates it receives from its valuation providers. These models incorporate the same types of assumptions as the models used by the valuation providers, but the assumptions are developed independently. These assumptions are regularly refined and updated at least quarterly by New Residential, and reviewed by its valuation group, which is separate from its investment acquisition and management group, to reflect market developments and actual performance.

For 82.5% of New Residential's Non-Agency RMBS, the ranges of assumptions used by New Residential's valuation providers are summarized in the table below. The assumptions used by New Residential's valuation providers with respect to the remainder of New Residential's Non-Agency RMBS were not readily available.

	Fair Value	Discount Rate	Prepayment Rate[(a)]	CDR[(b)]	Loss Severity[(c)]
Non-Agency RMBS	$ 4,928,338	2.38% to 32.75%	0.25% to 22.40%	0.10% to 9.00%	5.0% to 100%

(a) Represents the annualized rate of the prepayments as a percentage of the total principal balance of the pool.
(b) Represents the annualized rate of the involuntary prepayments (defaults) as a percentage of the total principal balance of the pool.
(c) Represents the expected amount of future realized losses resulting from the ultimate liquidation of a particular loan, expressed as the net amount of loss relative to the outstanding balance.

(B) New Residential was unable to obtain quotations from more than one source on these securities. For approximately $10.5 million in 2017 and $509.6 million in 2016, the one source was the party that sold New Residential the security.
(C) Includes New Residential's investments in interest-only notes for which the fair value option for financial instruments was elected.

For New Residential's investments in real estate securities categorized within Level 3 of the fair value hierarchy, the significant unobservable inputs include the discount rates, assumptions related to prepayments, default rates and loss severities. Significant increases (decreases) in any of the discount rates, default rates or loss severities in isolation would result in a significantly lower (higher) fair value measurement. The impact of changes in prepayment rates would have differing impacts on fair value, depending on the seniority of the investment. Generally, a change in the default assumption is accompanied by directionally similar changes in the assumptions used for the loss severity and the prepayment rate.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

Certain assets are measured at fair value on a nonrecurring basis; that is, they are not measured at fair value on an ongoing basis but are subject to fair value adjustments only in certain circumstances such as when there is evidence of impairment. For residential mortgage loans held-for-sale and foreclosed real estate accounted for as REO, New Residential applies the lower of cost or fair value accounting and may be required, from time to time, to record a nonrecurring fair value adjustment.

At December 31, 2017 and 2016, assets measured at fair value on a nonrecurring basis were $803.2 million and $449.9 million, respectively. The $803.2 million of assets at December 31, 2017 include approximately $725.3 million of residential mortgage loans held-for-sale and $77.9 million of REO. The $449.9 million of assets at December 31, 2016 include approximately $406.3

million of residential mortgage loans held-for-sale and $43.6 million of REO. The fair value of New Residential's residential mortgage loans, held-for-sale is estimated based on a discounted cash flow model analysis using internal pricing models and is categorized within Level 3 of the fair value hierarchy. The following table summarizes the inputs used in valuing these residential mortgage loans:

	Fair Value and Carrying Value	Discount Rate	Weighted Average Life (Years)[A]	Prepayment Rate	CDR[B]	Loss Severity[C]
December 31, 2017						
Performing Loans	$ 721,121	3.8%	4.8	11.5%	1.1%	36.9%
Non-Performing Loans	4,203	7.5%	3.8	3.0%	3.0%	30.0%
Total/Weighted Average	$ 725,324	3.8%	4.8	11.5%		36.9%
December 31, 2016						
Performing Loans	$ 151,436	3.8%	6.0	11.7%	1.2%	24.4%
Non-Performing Loans	254,848	5.6%	3.0	2.8%	N/A	30.0%
Total/Weighted Average	$ 406,284	4.9%	4.1	6.1%		27.9%

(A) The weighted average life is based on the expected timing of the receipt of cash flows.
(B) Represents the annualized rate of the involuntary prepayments (defaults) as a percentage of the total principal balance.
(C) Loss severity is the expected amount of future realized losses resulting from the ultimate liquidation of a particular loan, expressed as the net amount of loss relative to the outstanding loan balance.

The fair value of REO is estimated using a broker's price opinion discounted based upon New Residential's experience with actual liquidation values and, therefore, is categorized within Level 3 of the fair value hierarchy. These discounts to the broker price opinion generally range from 10% to 25%, depending on the information available to the broker.

The total change in the recorded value of assets for which a fair value adjustment has been included in the Consolidated Statements of Income for the year ended December 31, 2017 was an increase in net valuation allowance of approximately $13.7 million, consisting of an approximately $15.7 million increase for residential mortgage loans, offset by a reversal of prior valuation allowance of $2.0 million for REO.

The total change in the recorded value of assets for which a fair value adjustment has been included in the Consolidated Statements of Income for the year ended December 31, 2016 was an increase in the net valuation allowance of approximately $28.7 million consisting of $11.4 million and $17.3 million increases for loans held-for-sale and REO, respectively.

Loans for Which Fair Value is Only Disclosed

The fair value of New Residential's loans is estimated based on a discounted cash flow model analysis using internal pricing models and is categorized within Level 3 of the fair value hierarchy.

The following table summarizes the inputs used in valuing certain loans:

	Carrying Value	Fair Value	Discount Rate	Weighted Average Life (Years)[A]	Prepayment Rate	CDR[B]	Loss Severity[C]
December 31, 2017							
Reverse Mortgage Loans[D]	$ 6,870	$ 8,964	7.0%	4.5	N/A	N/A	9.6%
Performing Loans	857,865	866,020	6.6%	5.3	7.5%	2.3%	42.8%
Non-Performing Loans	826,630	888,594	5.9%	4.0	2.8%	3.0%	32.6%
Total/Weighted Average	$ 1,691,365	$ 1,763,578	6.3%	4.7			37.7%
Consumer Loans	$ 1,374,263	$ 1,379,746	9.4%	3.5	22.7%	6.2%	92.7%
December 31, 2016							
Reverse Mortgage Loans[D]	$ 11,468	$ 12,952	7.0%	4.5	N/A	N/A	9.5%
Performing Loans	23,758	24,420	7.4%	5.6	6.2%	2.1%	50.3%
Non-Performing Loans	445,916	464,674	7.6%	2.7	2.0%	N/A	30.0%
Total/Weighted Average	$ 481,142	$ 502,046	7.6%	2.9			30.5%
Consumer Loans	$ 1,799,486	$ 1,819,106	9.3%	3.8	15.4%	5.7%	87.6%

(A) The weighted average life is based on the expected timing of the receipt of cash flows.
(B) Represents the annualized rate of the involuntary prepayments (defaults) as a percentage of the total principal balance.
(C) Loss severity is the expected amount of future realized losses resulting from the ultimate liquidation of a particular loan, expressed as the net amount of loss relative to the outstanding loan balance.
(D) Carrying value and fair value represent a 70% participation interest New Residential holds in the portfolio of reverse mortgage loans.

Derivative Valuation

New Residential enters into economic hedges including interest rate swaps, caps and TBAs, which are categorized as Level 2 in the valuation hierarchy. New Residential generally values such derivatives using quotations, similarly to the method of valuation used for New Residential's other assets that are categorized as Level 2.

Liabilities for Which Fair Value is Only Disclosed

Repurchase agreements and notes and bonds payable are not measured at fair value. They are generally considered to be Level 2 and Level 3 in the valuation hierarchy, respectively, with significant valuation variables including the amount and timing of expected cash flows, interest rates and collateral funding spreads.

Short-term repurchase agreements and short-term notes and bonds payable have an estimated fair value equal to their carrying value due to their short duration and generally floating interest rates. Longer-term notes and bonds payable are valued based on internal models utilizing both observable and unobservable inputs.

13. EQUITY AND EARNINGS PER SHARE

Equity and Dividends

New Residential's certificate of incorporation authorizes 2,000,000,000 shares of common stock, par value $0.01 per share, and 100,000,000 shares of preferred stock, par value $0.01 per share.

In April 2015, New Residential issued the New Residential Acquisition Common Stock in connection with the HLSS Acquisition (Note 1).

In addition, in April 2015, New Residential issued 29,213,020 shares of its common stock in a public offering at a price to the public of $15.25 per share for net proceeds of approximately $436.1 million. One of New Residential's executive officers participated in this offering and purchased 250,000 shares at the public offering price. To compensate the Manager for its successful efforts in raising capital for New Residential, in connection with this offering and the New Residential Acquisition Common Stock issued in the HLSS Acquisition, New Residential granted options to the Manager relating to 5,750,000 shares of New Residential's common stock at a price of $15.25, which had a fair value of approximately $8.9 million as of the grant date. The assumptions used in valuing the options were: a 2.02% risk-free rate, a 6.71% dividend yield, 24.04% volatility and a 10-year term.

In June 2015, New Residential issued 27.9 million shares of its common stock in a public offering at a price to the public of $15.88 per share for net proceeds of approximately $442.6 million. One of New Residential's executive officers participated in this offering and purchased 9,100 shares at the public offering price. To compensate the Manager for its successful efforts in raising capital for New Residential, in connection with this offering, New Residential granted options to the Manager relating to 2.8 million shares of New Residential's common stock at the public offering price, which had a fair value of approximately $3.7 million as of the grant date. The assumptions used in valuing the options were: a 2.61% risk-free rate, a 7.81% dividend yield, 23.73% volatility and a 10-year term. In addition, the Manager and its employees exercised an aggregate of 6.7 million options and were issued an aggregate of 3.6 million shares of New Residential's common stock in a cashless exercise, which were sold to third parties in a simultaneous secondary offering.

In August 2016, New Residential issued 20.0 million shares of its common stock in a public offering at a price to the public of $14.20 per share for net proceeds of approximately $278.8 million. To compensate the Manager for its successful efforts in raising capital for New Residential, in connection with this offering, New Residential granted options to the Manager relating to 2.0 million shares of New Residential's common stock at the public offering price, which had a fair value of approximately $2.3 million as of the grant date. The assumptions used in valuing the options were: a 1.45% risk-free rate, a 11.80% dividend yield, 27.57% volatility and a 10-year term.

In February 2017, New Residential issued 56.5 million shares of its common stock in a public offering at a price to the public of $15.00 per share for net proceeds of approximately $834.5 million. One of New Residential's executive officers participated in this offering and purchased 18,600 shares at the public offering price. To compensate the Manager for its successful efforts in raising capital for New Residential, in connection with this offering, New Residential granted options to the Manager relating to 5.7 million shares of New Residential's common stock at the public offering price, which had a fair value of approximately $8.1 million as of the grant date. The assumptions used in valuing the options were: a 2.38% risk-free rate, a 10.82% dividend yield, 28.64% volatility and a 10-year term.

In July 2015, a former employee of the Manager exercised 37,500 options with a weighted average exercise price of $7.19 and received 20,227 shares of common stock of New Residential. In August 2016, employees of the Manager exercised an aggregate of 1,100,497 options with a weighted average exercise price of $10.59 per share and received 280,111 shares of common stock of New Residential.

Common dividends have been declared as follows:

		Per Share	
Declaration Date	**Payment Date**	**Quarterly Dividend**	**Total Amounts Distributed (millions)**
March 16, 2015	April 2015	0.38	53.7
May 14, 2015	July 2015	0.45	89.5
September 18, 2015	October 2015	0.46	106.0
December 10, 2015	January 2016	0.46	106.0
March 22, 2016	April 2016	0.46	106.0
June 27, 2016	July 2016	0.46	106.0
September 23, 2016	October 2016	0.46	115.4
December 16, 2016	January 2017	0.46	115.4
January 26, 2017	April 2017	0.48	147.5
June 21, 2017	July 2017	0.50	153.7
September 22, 2017	October 2017	0.50	153.7
December 18, 2017	January 2018	0.50	153.7

Approximately 2.4 million shares of New Residential's common stock were held by Fortress, through its affiliates, and its principals at December 31, 2017.

Option Plan

New Residential has a Nonqualified Stock Option and Incentive Award Plan, as amended (the "Plan") which provides for the grant of equity-based awards, including restricted stock, options, stock appreciation rights, performance awards, tandem awards and other equity-based and non-equity based awards, in each case to the Manager, and to the directors, officers, employees, service providers, consultants and advisor of the Manager who perform services for New Residential, and to New Residential's directors, officers, service providers, consultants and advisors. New Residential initially reserved 15,000,000 shares of its common stock for issuance under the Plan; on the first day of each fiscal year beginning during the 10-year term of the Plan in and after calendar year 2014, that number will be increased by a number of shares of New Residential's common stock equal to 10% of the number of shares of common stock newly issued by New Residential during the immediately preceding fiscal year (and, in the case of fiscal year 2013, after the effective date of the Plan). No adjustment was made on January 1, 2014. Increases of 5,654,578, 2,000,000, 8,543,539 and 1,437,500 were made on January 1, 2018, 2017, 2016 and 2015, respectively. New Residential's board of directors may also determine to issue options to the Manager that are not subject to the Plan, provided that the number of shares underlying any options granted to the Manager in connection with capital raising efforts would not exceed 10% of the shares sold in such offering and would be subject to NYSE rules. Upon exercise, all options will be settled in an amount of cash equal to the excess of the fair market value of a share of common stock on the date of exercise over the exercise price per share unless advance approval is made to settle options in shares of common stock.

Upon joining the board, non-employee directors were, in accordance with the Plan, granted options relating to an aggregate of 6,000 shares of common stock. The fair value of such options was not material at the date of grant.

New Residential's outstanding options were summarized as follows:

	December 31,	
	2017	**2016**
Held by the Manager	16,387,480	11,204,242
Issued to the Manager and subsequently transferred to certain of the Manager's employees	2,108,708	1,986,368
Issued to the independent directors	6,000	6,000
Total	18,502,188	13,196,610

The following table summarizes New Residential's outstanding options as of December 31, 2017. The last sales price on the New York Stock Exchange for New Residential's common stock in the year ended December 31, 2017 was $17.88 per share.

Recipient	Date of Grant/ Exercise[A]	Number of Unexercised Options	Options Exercisable as of December 31, 2017	Weighted Average Exercise Price[B]	Intrinsic Value of Exercisable Options as of December 31, 2017 (millions)
Directors	Various	6,000	6,000	$ 13.99	$ —
Manager[C]	2012	25,000	25,000	7.19	0.3
Manager[C]	2013	835,571	835,571	11.48	5.3
Manager[C]	2014	1,437,500	1,437,500	12.20	8.2
Manager[C]	2015	8,543,539	8,543,539	15.46	20.7
Manager[C]	2016	2,000,000	1,066,667	14.20	3.9
Manager[C]	2017	5,654,578	1,884,859	15.00	5.4
Outstanding		18,502,188	13,799,136		

(A) Options expire on the tenth anniversary from date of grant.
(B) The exercise prices are subject to adjustment in connection with return of capital dividends.
(C) The Manager assigned certain of its options to Fortress's employees as follows:

Date of Grant to Manager	Range of Exercise Prices	Total Unexercised Inception to Date
2015	$15.25 to $15.88	1,708,708
2016	$14.20	400,000
Total		2,108,708

The following table summarizes activity in New Residential's outstanding options:

	Amount	Weighted Average Exercise Price
December 31, 2015 outstanding options	12,380,107	
Options granted	2,002,000	$ 14.20
Options exercised[A]	(1,100,497)	$ 10.59
Options expired unexercised	(85,000)	
December 31, 2016 outstanding options	13,196,610	
Options granted	5,654,578	$ 15.00
Options exercised[A]	—	$ —
Options expired unexercised	(349,000)	
December 31, 2017 outstanding options	18,502,188	See table above

(A) The 1.1 million options that were exercised in 2016 had an intrinsic value of approximately $4.0 million at the date of exercise.

Income and Earnings Per Share

New Residential is required to present both basic and diluted earnings per share ("EPS"). Basic EPS is calculated by dividing net income by the weighted average number of shares of common stock outstanding. Diluted EPS is computed by dividing net income by the weighted average number of shares of common stock outstanding plus the additional dilutive effect, if any, of common stock equivalents during each period. New Residential's common stock equivalents are its outstanding options. During the years

ended December 31, 2017, 2016 and 2015, based on the treasury stock method, New Residential had 2,143,323, 364,107 and 2,167,796 dilutive common stock equivalents, respectively.

Noncontrolling Interests

Noncontrolling interests is comprised of the interests held by third parties in consolidated entities that hold New Residential's Servicer Advance Investments (Note 6) and Consumer Loans (Note 9), as well as HLSS (Note 1) for the period of April 6, 2015 through October 23, 2015.

14. COMMITMENTS AND CONTINGENCIES

Litigation – Following the HLSS Acquisition (see Note 1 for related defined terms), material potential claims, lawsuits, regulatory inquiries or investigations, and other proceedings, of which New Residential is currently aware, are as follows. New Residential has not accrued losses in connection with these legal contingencies because it does not believe there is a probable and reasonably estimable loss. Furthermore, New Residential cannot reasonably estimate the range of potential loss related to these legal contingencies at this time. However, the ultimate outcome of the proceedings described below may have a material adverse effect on New Residential's business, financial position or results of operations.

In addition to the matters described below, from time to time, New Residential is or may be involved in various disputes, litigation and regulatory inquiry and investigation matters that arise in the ordinary course of business. Given the inherent unpredictability of these types of proceedings, it is possible that future adverse outcomes could have a material adverse effect on its financial results. New Residential is not aware of any unasserted claims that it believes are material and probable of assertion where the risk of loss is expected to be reasonably possible.

Three putative class action lawsuits have been filed against HLSS and certain of its current and former officers and directors in the United States District Court for the Southern District of New York entitled: (i) *Oliveira v. Home Loan Servicing Solutions, Ltd., et al.*, No. 15-CV-652 (S.D.N.Y.), filed on January 29, 2015; (ii) *Berglan v. Home Loan Servicing Solutions, Ltd., et al.*, No. 15-CV-947 (S.D.N.Y.), filed on February 9, 2015; and (iii) *W. Palm Beach Police Pension Fund v. Home Loan Servicing Solutions, Ltd., et al.*, No. 15-CV-1063 (S.D.N.Y.), filed on February 13, 2015. On April 2, 2015, these lawsuits were consolidated into a single action, which is referred to as the "Securities Action." On April 28, 2015, lead plaintiffs, lead counsel and liaison counsel were appointed in the Securities Action. On November 9, 2015, lead plaintiffs filed an amended class action complaint. On January 27, 2016, the Securities Action was transferred to the United States District Court for the Southern District of Florida and given the Index No. 16-CV-60165 (S.D. Fla.).

The Securities Action names as defendants HLSS, former HLSS Chairman William C. Erbey, HLSS Director, President, and Chief Executive Officer John P. Van Vlack, and HLSS Chief Financial Officer James E. Lauter. The Securities Action asserts causes of action under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") based on certain public disclosures made by HLSS relating to its relationship with Ocwen and HLSS's risk management and internal controls. More specifically, the consolidated class action complaint alleges that a series of statements in HLSS's disclosures were materially false and misleading, including statements about (i) Ocwen's servicing capabilities; (ii) HLSS's contingencies and legal proceedings; (iii) its risk management and internal controls; and (iv) certain related party transactions. The consolidated class action complaint also appears to allege that HLSS's financial statements for the years ended 2012 and 2013, and the first quarter ended March 30, 2014, were false and misleading based on HLSS's August 18, 2014 restatement. Lead plaintiffs in the Securities Action also allege that HLSS misled investors by failing to disclose, among other things, information regarding governmental investigations of Ocwen's business practices. Lead plaintiffs seek money damages under the Exchange Act in an amount to be proven at trial and reasonable costs, expenses, and fees. On February 11, 2015, defendants filed motions to dismiss the Securities Action in its entirety. On June 6, 2016, all allegations except those regarding certain related party transactions were dismissed.

On June 15, 2017, the court entered an order preliminarily approving a settlement of the Securities Action for $6.0 million, certifying a settlement class, approving the form and content of notice of the settlement to class members, and setting a hearing to determine whether the settlement should receive final approval. Following a hearing on November 17, 2017, the court entered an order and judgment finally approving the settlement and dismissing all claims with prejudice. Insurance proceeds covered $5.0 million of the $6.0 million settlement.

During the first three quarters of 2015, through their investment manager, the HSART Bondholders alleged that events of default had occurred under a debt issuance (HSART, see Note 11) secured by a portion of the servicer advances acquired from HLSS and that, as a result, the HSART Bondholders were due additional interest under the related agreements. In February 2015, in response to such allegations, instead of releasing such amounts to the New Residential subsidiary that sponsors the HSART transaction entitled thereto, the trustee of HSART began to withhold, monthly, such Withheld Funds so that such amounts were reserved in the event that it was determined that any of the alleged events of default had occurred. On August 28, 2015, the trustee commenced a legal proceeding requesting instruction from the court regarding the alleged defaults and the disposition of the Withheld Funds. On October 2, 2015, the notes held by the HSART Bondholders were repaid in full. On October 14, 2015, the court ruled that no event of default had occurred under HSART, authorized the trustee to release the Withheld Funds and dismissed the legal proceeding. As a result of this ruling, $92.7 million was released from restricted cash accounts related to HSART and became available for unrestricted use by New Residential.

New Residential is, from time to time, subject to inquiries by government entities. New Residential currently does not believe any of these inquiries would result in a material adverse effect on New Residential's business.

Indemnifications – In the normal course of business, New Residential and its subsidiaries enter into contracts that contain a variety of representations and warranties and that provide general indemnifications. New Residential's maximum exposure under these arrangements is unknown as this would involve future claims that may be made against New Residential that have not yet occurred. However, based on its experience, New Residential expects the risk of material loss to be remote.

Capital Commitments — As of December 31, 2017, New Residential had outstanding capital commitments related to investments in the following investment types (also refer to Note 5 for MSR investment commitments and to Note 18 for additional capital commitments entered into subsequent to December 31, 2017, if any):

MSRs and servicer advances — New Residential and, in some cases, third-party co-investors agreed to purchase future servicer advances related to certain Non-Agency mortgage loans. In addition, New Residential's subsidiary, NRM, is generally obligated to fund future servicer advances related to the loans it is obligated to service. The actual amount of future advances purchased will be based on: (a) the credit and prepayment performance of the underlying loans, (b) the amount of advances recoverable prior to liquidation of the related collateral and (c) the percentage of the loans with respect to which no additional advance obligations are made. The actual amount of future advances is subject to significant uncertainty. See Notes 5 and 6 for information on New Residential's investments in MSRs and Servicer Advance Investments, respectively.

Residential Mortgage Loans — As part of its investment in residential mortgage loans, New Residential may be required to outlay capital. These capital outflows primarily consist of advance escrow and tax payments, residential maintenance and property disposition fees. The actual amount of these outflows is subject to significant uncertainty. See Note 8 for information on New Residential's investments in residential mortgage loans.

Consumer Loans — The Consumer Loan Companies have invested in loans with an aggregate of $152.0 million of unfunded and available revolving credit privileges as of December 31, 2017. However, under the terms of these loans, requests for draws may be denied and unfunded availability may be terminated at New Residential's discretion.

Environmental Costs — As a residential real estate owner, through its REO, New Residential is subject to potential environmental costs. At December 31, 2017, New Residential is not aware of any environmental concerns that would have a material adverse effect on its consolidated financial position or results of operations.

Debt Covenants — New Residential's debt obligations contain various customary loan covenants (Note 11).

Certain Tax-Related Covenants — If New Residential is treated as a successor to Drive Shack under applicable U.S. federal income tax rules, and if Drive Shack failed to qualify as a REIT for a taxable year ending on or before December 31, 2014, New Residential could be prohibited from electing to be a REIT. Accordingly, in the separation and distribution agreement executed in connection with New Residential's spin-off from Drive Shack, Drive Shack (i) represented that it had no knowledge of any fact or circumstance that would cause New Residential to fail to qualify as a REIT, (ii) covenanted to use commercially reasonable efforts to cooperate with New Residential as necessary to enable New Residential to qualify for taxation as a REIT and receive customary legal opinions concerning REIT status, including providing information and representations to New Residential and its tax counsel with respect to the composition of Drive Shack's income and assets, the composition of its stockholders, and its

operation as a REIT; and (iii) covenanted to use its reasonable best efforts to maintain its REIT status for each of Drive Shack's taxable years ending on or before December 31, 2014 (unless Drive Shack obtains an opinion from a nationally recognized tax counsel or a private letter ruling from the U.S. Internal Revenue Service ("IRS") to the effect that Drive Shack's failure to maintain its REIT status will not cause New Residential to fail to qualify as a REIT under the successor REIT rule referred to above). Additionally, New Residential covenanted to use its reasonable best efforts to qualify for taxation as a REIT for its taxable year ended December 31, 2013.

15. TRANSACTIONS WITH AFFILIATES AND AFFILIATED ENTITIES

New Residential is party to a Management Agreement with its Manager which provides for automatically renewing one-year terms subject to certain termination rights. The Manager's performance is reviewed annually and the Management Agreement may be terminated by New Residential by payment of a termination fee, as defined in the Management Agreement, equal to the amount of management fees earned by the Manager during the 12 consecutive calendar months immediately preceding the termination, upon the affirmative vote of at least two-thirds of the independent directors, or by a majority vote of the holders of common stock. If the Management Agreement is terminated, the Manager may require New Residential to purchase from the Manager the right of the Manager to receive the Incentive Compensation. In exchange therefor, New Residential would be obligated to pay the Manager a cash purchase price equal to the amount of the Incentive Compensation that would be paid to the Manager if all of New Residential's assets were sold for cash at their then current fair market value (taking into account, among other things, expected future performance of the underlying investments). Pursuant to the Management Agreement, the Manager, under the supervision of New Residential's board of directors, formulates investment strategies, arranges for the acquisition of assets and associated financing, monitors the performance of New Residential's assets and provides certain advisory, administrative and managerial services in connection with the operations of New Residential.

The Manager is entitled to receive a management fee in an amount equal to 1.5% per annum of New Residential's gross equity calculated and payable monthly in arrears in cash. Gross equity is generally the equity transferred by Drive Shack on the date of the spin-off, plus total net proceeds from stock offerings, plus certain capital contributions to subsidiaries, less capital distributions and repurchases of common stock.

In addition, the Manager is entitled to receive annual incentive compensation in an amount equal to the product of (A) 25% of the dollar amount by which (1) (a) New Residential's funds from operations before the incentive compensation, excluding funds from operations from investments in the Consumer Loan Companies and any unrealized gains or losses from mark-to-market valuation changes on investments and debt (and any deferred tax impact thereof), per share of common stock, plus (b) earnings (or losses) from the Consumer Loan Companies computed on a level-yield basis (such that the loans are treated as if they qualified as loans acquired with a discount for credit quality as set forth in ASC No. 310-30, as such codification was in effect on June 30, 2013) as if the Consumer Loan Companies had been acquired at their GAAP basis on May 15, 2013, plus earnings (or losses) from equity method investees invested in Excess MSRs as if such equity method investees had not made a fair value election, plus gains (or losses) from debt restructuring and gains (or losses) from sales of property, and plus non-routine items, minus amortization of non-routine items, in each case per share of common stock, exceed (2) an amount equal to (a) the weighted average of the book value per share of the equity transferred by Drive Shack on the date of the spin-off and the prices per share of New Residential's common stock in any offerings (adjusted for prior capital dividends or capital distributions) multiplied by (b) a simple interest rate of 10% per annum, multiplied by (B) the weighted average number of shares of common stock outstanding. "Funds from operations" means net income (computed in accordance with GAAP), excluding gains (or losses) from debt restructuring and gains (or losses) from sales of property, plus depreciation on real estate assets, and after adjustments for unconsolidated partnerships and joint ventures. Funds from operations will be computed on an unconsolidated basis. The computation of funds from operations may be adjusted at the direction of New Residential's independent directors based on changes in, or certain applications of, GAAP. Funds from operations is determined from the date of the spin-off and without regard to Drive Shack's prior performance.

In addition to the management fee and incentive compensation, New Residential is responsible for reimbursing the Manager for certain expenses paid by the Manager on behalf of New Residential.

Due to affiliates is comprised of the following amounts:

	December 31,	
	2017	2016
Management fees	$ 4,734	$ 3,689
Incentive compensation	81,373	42,197
Expense reimbursements and other	2,854	1,462
Total	$ 88,961	$ 47,348

Affiliate expenses and fees were comprised of:

	Year Ended December 31,		
	2017	2016	2015
Management fees	$ 55,634	$ 41,610	$ 33,475
Incentive compensation	81,373	42,197	16,017
Expense reimbursements[(A)]	500	500	500
Total	$ 137,507	$ 84,307	$ 49,992

(A) Included in General and Administrative Expenses in the Consolidated Statements of Income.

On May 7, 2015, New Residential entered into the Third Amended and Restated Management and Advisory Agreement with the Manager, which amends and restates the Second Amended and Restated Management and Advisory Agreement, dated as of August 5, 2014, in order to amortize certain non-capitalized transaction-related expenses over time in the computation of incentive compensation. The impact of this change on the six months ended June 30, 2015 was to increase incentive compensation by $3.3 million.

See Notes 4, 5, 6, 8, 11 and 14 for a discussion of transactions with Nationstar. As of December 31, 2017, 66.1%, 41.2% and 35.0% of the UPB of the loans underlying New Residential's investments in Excess MSRs, MSRs and Servicer Advance Investments, respectively, was serviced, subserviced or master serviced by Nationstar. As of December 31, 2017, a total face amount of $3.3 billion of New Residential's Non-Agency RMBS portfolio and approximately $106.6 million of New Residential's Agency RMBS portfolio was serviced or master serviced by Nationstar. The total UPB of the loans underlying these Nationstar serviced Non-Agency RMBS was approximately $19.0 billion as of December 31, 2017. New Residential holds a limited right to cleanup call options with respect to certain securitization trusts serviced or master serviced by Nationstar whereby, when the outstanding balance of the underlying residential mortgage loans falls below a pre-determined threshold, it can effectively purchase the underlying residential mortgage loans at par, plus unreimbursed servicer advances, and repay all of the outstanding securitization financing at par, in exchange for a fee of 0.75% of UPB paid to Nationstar at the time of exercise. In connection with New Residential's exercise of certain of these call rights, and certain other call rights acquired by New Residential, New Residential has made, and expects to continue to make, payments to funds managed by an affiliate of Fortress in respect of Excess MSRs held by the funds affected by the exercise of the call rights ("MSR Fund Payments"). During 2017, 2016 and 2015, New Residential accrued for MSR Fund Payments in an aggregate amount of approximately $0.3 million, $0.5 million and $4.4 million, respectively, and has also caused an aggregate of $1.4 million and $0.1 million of securities to be transferred to such funds in 2017 and 2016, respectively. New Residential continues to evaluate the call rights it purchased from Nationstar, and its ability to exercise such rights and realize the benefits therefrom are subject to a number of risks. The actual UPB of the residential mortgage loans on which New Residential can successfully exercise call rights and realize the benefits therefrom may differ materially from its initial assumptions. As of December 31, 2017, $787.5 million UPB of New Residential's residential mortgage loans and $20.5 million of New Residential's REO were being serviced or master serviced by Nationstar. Additionally, in the ordinary course of business, New Residential engages Nationstar to administer the termination of securitization trusts that it collapses pursuant to its call rights. As a result of these relationships, New Residential routinely has receivables from, and payables to, Nationstar, which are included in Other Assets and Accrued Expenses and Other Liabilities, respectively.

See Note 9 for a discussion of a transaction with OneMain and Note 4 regarding co-investments with Fortress-managed funds.

16. RECLASSIFICATION FROM ACCUMULATED OTHER COMPREHENSIVE INCOME INTO NET INCOME

The following table summarizes the amounts reclassified out of accumulated other comprehensive income into net income:

Accumulated Other Comprehensive Income Components	Statement of Income Location	Year Ended December 31, 2017	2016	2015
Reclassification of net realized (gain) loss on securities into earnings	Gain (loss) on settlement of investments, net	$ (20,642)	$ 27,460	$ (13,096)
Reclassification of net realized (gain) loss on securities into earnings	Other-than-temporary impairment on securities	10,334	10,264	5,788
Total reclassifications		$ (10,308)	$ 37,724	$ (7,308)

New Residential did not allocate any income tax expense or benefit to any component of other comprehensive income for any period presented as no taxable subsidiary generated other comprehensive income.

17. INCOME TAXES

Income tax expense (benefit) consists of the following:

	Year Ended December 31, 2017	2016	2015
Current:			
Federal	$ (1,250)	$ 3,813	$ (2,737)
State and Local	360	252	(1,631)
Total Current Income Tax Expense (Benefit)	(890)	4,065	(4,368)
Deferred:			
Federal	148,997	33,999	(2,778)
State and Local	19,521	847	(3,855)
Total Deferred Income Tax Expense (Benefit)	168,518	34,846	(6,633)
Total Income Tax Expense (Benefit)	$ 167,628	$ 38,911	$ (11,001)

New Residential intends to qualify as a REIT for each of its tax years through December 31, 2017. A REIT is generally not subject to U.S. federal corporate income tax on that portion of its income that is distributed to stockholders if it distributes at least 90% of its REIT taxable income to its stockholders by prescribed dates and complies with various other requirements. New Residential distributed 100% of its 2013 through 2017 REIT taxable income by the prescribed dates.

New Residential operates various securitization vehicles and has made certain investments, particularly its investments in MSRs (Note 5), Servicer Advance Investments (Note 6) and REO (Note 8), through TRSs that are subject to regular corporate income taxes which have been provided for in the provision for income taxes, as applicable.

The increase in the provision for income taxes for the year ended December 31, 2017 is primarily due to the use of deferred tax assets and an increase in net income attributable to New Residential's TRSs.

The increase in the provision for income taxes for the year ended December 31, 2016 is primarily due to an increase in net income attributable to New Residential's TRSs.

The difference between New Residential's reported provision for income taxes and the U.S. federal statutory rate of 35% is as follows:

	December 31,		
	2017	**2016**	**2015**
Provision at the statutory rate	35.00 %	35.00 %	35.00 %
Non-taxable REIT income	(21.72)%	(28.22)%	(36.51)%
State and local taxes	1.76 %	0.18 %	(1.16)%
Change in valuation allowance	0.85 %	0.67 %	0.01 %
Change in federal tax rate	(0.92)%	— %	— %
Other	(0.17)%	(0.48)%	(1.59)%
Total provision	14.80 %	7.15 %	(4.25)%

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liability are presented below:

	December 31,	
	2017	**2016**
Deferred tax assets:		
Servicer advances basis difference[(A)]	$ —	$ 113,354
Net operating losses and tax credit carryforwards[(B)]	20,682	44,289
Interest accruals not currently deductible for tax purposes	2,628	16,543
Basis differences for REO and other assets	8,034	—
Other	2,279	5,684
Total deferred tax assets	33,623	179,870
Less valuation allowance	(12,404)	(10,054)
Net deferred tax assets	$ 21,219	$ 169,816
Deferred tax liabilities:		
Basis difference for partnership investments	(3,873)	—
Interest accruals not currently includible in income for tax purposes	(6,979)	—
Unrealized mark to market	(29,585)	(18,532)
Total deferred tax (liability)	$ (40,437)	$ (18,532)
Net deferred tax assets (liability)	$ (19,218)	$ 151,284

(A) On April 6, 2015, as a part of the purchase price allocation related to the HLSS Acquisition (Note 1), New Residential recorded an increase to its deferred tax asset of $195.1 million. The deferred tax asset primarily related to the difference in the book basis and tax basis of New Residential's Servicer Advance Investments and is included as part of the deferred tax asset as of December 31, 2016.

(B) As of December 31, 2017, New Residential's TRSs had approximately $131.3 million of net operating loss carryforwards for federal and state income tax purposes which may be available to offset future taxable income, if and when it arises. These federal and state net operating loss carryforwards will begin to expire in 2034. The utilization of the net operating loss carryforwards to reduce future income taxes will depend on the TRSs ability to generate sufficient taxable income prior to the expiration of the carryforward period.

On December 22, 2017, the Tax Cuts and Jobs Act (the "TCJA") was signed into law. The TCJA includes a number of significant changes to existing U.S. corporate income tax laws, most notably a reduction of the U.S. corporate income tax rate from 35 percent to 21 percent, effective January 1, 2018. New Residential measures deferred tax assets and liabilities using enacted tax rates that

will apply in the years in which the temporary differences are expected to be recovered or paid. Accordingly, New Residential's deferred tax assets and liabilities were remeasured to reflect the reduction in the U.S. corporate income tax rate, resulting in a $10.1 million decrease in income tax expense for the year ended December 31, 2017 and a corresponding decrease of the same amount in our deferred tax liabilities as of December 31, 2017. New Residential is still analyzing certain aspects of the TCJA and refining its calculations, which could potentially affect the measurement of these balances or give rise to new deferred tax amounts.

In assessing the realizability of deferred tax assets, New Residential considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which temporary differences become deductible. During the year ended December 31, 2017, New Residential recorded a partial valuation allowance related to certain net operating losses and loan loss reserves related to one of New Residential's TRSs as New Residential does not believe that it is more likely than not that these deferred tax assets will be realized.

The following table summarizes the change in the deferred tax asset valuation allowance:

Valuation allowance at December 31, 2015	$ 9,409
Increase related to net operating losses and loan loss reserves	1,303
Other increase (decrease)	(658)
Valuation allowance at December 31, 2016	10,054
Increase related to net operating losses and loan loss reserves	4,720
Decrease related to changes in tax rates	(3,845)
Other increase (decrease)	1,475
Valuation allowance at December 31, 2017	$ 12,404

New Residential and its TRSs file income tax returns with the U.S. federal government and various state and local jurisdictions. Generally, New Residential is no longer subject to tax examinations by tax authorities for tax years ended prior to December 31, 2014. New Residential recognizes tax benefits for uncertain tax positions only if it is more likely than not that the position is sustainable based on its technical merits. Interest and penalties on uncertain tax positions are included as a component of the provision for income taxes on the consolidated statements of operations. As of December 31, 2017, New Residential has no material uncertainties to be recognized. New Residential does not believe that it is reasonably possible that the total amount of unrecognized tax benefits will significantly change within 12 months of the reporting date.

Common stock distributions were taxable as follows:

Year	Dividends per Share	Ordinary Income	Long-term Capital Gain	Return of Capital
2017[(A)]	$ 1.94	66.64%	7.83%	25.53%
2016[(B)]	1.38	96.13%	3.87%	—%
2015	1.75	92.92%	7.08%	—%

(A) The entire $0.50 per share dividend declared in December 2017 and paid in January 2018 is treated as received by stockholders in 2018.
(B) The entire $0.46 per share dividend declared in December 2016 and paid in January 2017 is treated as received by stockholders in 2017.

18. SUBSEQUENT EVENTS

These financial statements include a discussion of material events that have occurred subsequent to December 31, 2017 (referred to as "subsequent events") through the issuance of these consolidated financial statements. Events subsequent to that date have not been considered in these financial statements.

Corporate Activities

On December 18, 2017, New Residential's board of directors declared a fourth quarter 2017 dividend of $0.50 per common share or $153.7 million, which was paid on January 30, 2018 to stockholders of record as of December 29, 2017.

In January 2018, New Residential issued 28.8 million shares of its common stock in a public offering at a price to the public of $17.10 per share for net proceeds of approximately $482.4 million. To compensate the Manager for its successful efforts in raising capital for New Residential, in connection with this offering, New Residential granted options to the Manager relating to 2.9 million shares of New Residential's common stock at the public offering price, which had a fair value of approximately $3.8 million as of the grant date. The assumptions used in valuing the options were: a 2.58% risk-free rate, a 9.86% dividend yield, 23.16% volatility and a 10-year term.

New Ocwen Agreements

During July 2017, New Residential and Ocwen entered into the Ocwen Transaction (Note 5). While New Residential continues the process of obtaining the third party consents necessary to transfer the related MSRs to New Residential's subsidiary, NRM, Ocwen and New Residential have entered into new agreements, which will accelerate the implementation of certain parts of the Ocwen Transaction in order to achieve its intent sooner. These new agreements are described in further detail below.

On January 18, 2018, New Residential entered into a new agreement regarding the rights to MSRs (the "New Ocwen RMSR Agreement") including a servicing addendum thereto (the "Ocwen Servicing Addendum"), Amendment No. 1 to Transfer Agreement (the "New Ocwen Transfer Agreement") and a Brokerage Services Agreement (the "Ocwen Brokerage Services Agreement" and, collectively, the "New Ocwen Agreements") with Ocwen. The New Ocwen Agreements modify and supplement the arrangements among the parties set forth in the Original Ocwen Agreements, the Ocwen Master Agreement, the Ocwen Transfer Agreement, and the Ocwen Subservicing Agreement (together with the Original Ocwen Agreements, the Ocwen Master Agreement, and the Ocwen Transfer Agreement, the "Existing Ocwen Agreements").

Under the Existing Ocwen Agreements, Ocwen sold and transferred to New Residential certain "Rights to MSRs" and other assets related to mortgage servicing rights for loans with an unpaid principal balance of approximately $86.8 billion as of the opening balances on January 1, 2018 (the "Existing Ocwen Subject MSRs").

Pursuant to the New Ocwen Agreements, Ocwen will continue to service the mortgage loans related to the Existing Ocwen Subject MSRs until the necessary third party consents are obtained in order to transfer the Existing Ocwen Subject MSRs in accordance with the New Ocwen Agreements.

The New Ocwen RMSR Agreement provides, among other things:

- the Existing Ocwen Subject MSRs will remain in the parties' ownership structure under the Existing Ocwen Agreements while they continue to seek third party consents to transfer Ocwen's remaining rights to the Existing Ocwen Subject MSRs to New Residential or any permitted assignee of New Residential;
- Ocwen will continue to service the related mortgage loans pursuant to the terms of the Ocwen Servicing Addendum until the transfer of the Existing Ocwen Subject MSRs;
- a subsidiary of New Residential will make a lump-sum "Fee Restructuring Payment" of $279.6 million to Ocwen on the date of the New Ocwen RMSR Agreement with respect to such Existing Ocwen Subject MSRs, subject to certain adjustments within five business days;
- under the arrangements contemplated by the New Ocwen RMSR Agreement, Ocwen will receive substantially identical compensation for servicing the related mortgage loans underlying the Existing Ocwen Subject MSRs that it would receive if the Existing Ocwen Subject MSRs had been transferred to NRM as named servicer and Ocwen subserviced such mortgage loans for NRM as named servicer;
- in the event that the required third party consents are not obtained with respect to any Existing Ocwen Subject MSRs by certain dates specified in the New Ocwen RMSR Agreement, in accordance with the process set forth in the New Ocwen RMSR Agreement, the Rights to MSRs (as defined in the Existing Ocwen Agreements) related to such Existing Ocwen Subject MSRs could either: (i) remain subject to the New Ocwen RMSR Agreement at the option of New Residential, (ii)

if New Residential does not opt for the New Ocwen RMSR Agreement to remain in place with respect to certain Existing Ocwen Subject MSRs, Ocwen may acquire such Existing Ocwen Subject MSRs at a price determined in accordance with the terms of the New Ocwen RMSR Agreement, or (iii) if Ocwen does not acquire such Existing Ocwen Subject MSRs, be sold to a third party in accordance with the terms of the New Ocwen RMSR Agreement, as determined pursuant to the terms of the New Ocwen RMSR Agreement; and

- New Residential agrees to waive any rights New Residential may have had under the Existing Ocwen Agreements to replace Ocwen as named servicer with respect to the Existing Ocwen Subject MSRs based on Ocwen's residential servicer rating agency related downgrades.

Pursuant to the Ocwen Servicing Addendum, Ocwen will service the mortgage loans related to the Existing Ocwen Subject MSRs. In consideration of servicing such mortgage loans, Ocwen will receive a servicing fee based on the unpaid principal balance as of the first of each month as set forth in the Ocwen Servicing Addendum. The initial term of the Ocwen Servicing Addendum is for the five years following July 23, 2017. At any time during the initial term, New Residential may terminate the Ocwen Servicing Addendum for convenience, subject to Ocwen's right to receive a termination fee calculated in accordance with the Ocwen Servicing Addendum and specified notice. Following the initial term, (i) New Residential may extend the term of the Ocwen Servicing Addendum for additional three-month periods by delivering written notice to Ocwen of its desire to extend such contract thirty days prior to the end of such three-month period and (ii) the Ocwen Servicing Addendum may be terminated by Ocwen on an annual basis. In addition, New Residential and Ocwen will have the right to terminate the Ocwen Servicing Addendum for cause if certain conditions specified in the Ocwen Servicing Addendum occur. If the Ocwen Servicing Addendum is terminated or not renewed in accordance with these provisions, New Residential will have the right to direct the transfer of servicing to a third party, subject to Ocwen's option to purchase the Existing Ocwen Subject MSRs and related assets in certain cases. To the extent that servicing of the loans cannot be transferred in accordance with these provisions, the Ocwen Servicing Addendum will remain in place with respect to the servicing of any remaining loans.

Pursuant to the Ocwen Brokerage Services Agreement, Ocwen will engage NRZ Brokerage to perform brokerage and marketing services for all REO properties serviced by Ocwen pursuant to the Subject Servicing Agreements as defined in the New Ocwen RMSR Agreement. Such REO properties are subject to the Altisource Brokerage Agreement and Altisource Letter Agreement.

Shellpoint

On November 29, 2017, NRM Acquisition LLC (the "Shellpoint Purchaser"), a Delaware limited liability company and a wholly owned subsidiary of New Residential, entered into a Securities Purchase Agreement (the "Shellpoint SPA") with Shellpoint Partners LLC, a Delaware limited liability company ("Shellpoint"), the sellers party thereto and Shellpoint Services LLC, a Delaware limited liability company, as the representative of the sellers. The Shellpoint SPA provides that, upon the terms and subject to the conditions set forth therein, the Shellpoint Purchaser will purchase all of the outstanding equity interests of Shellpoint (the "Shellpoint Acquisition") for a purchase price (currently expected to be approximately $150.0 million, in addition to the approximately $81.0 million for the Shellpoint MSR Purchase discussed below) to be determined at the closing of the Shellpoint Acquisition (the "Shellpoint Closing") based on the tangible book value of Shellpoint, subject to certain customary closing and post-closing adjustments. As additional consideration for the Shellpoint Acquisition, the Shellpoint Purchaser will make up to three cash earnout payments, which will be calculated following each of the first three anniversaries of the Shellpoint Closing as a percentage of the amount by which the pre-tax income of certain of Shellpoint's businesses exceeds certain specified thresholds, up to an aggregate maximum amount of $60.0 million (the "Shellpoint Earnout Payments"), and allocated approximately 92% to the sellers and approximately 8% to a long-term employee incentive plan of Shellpoint. In connection with the Shellpoint Acquisition, the New Residential also entered into a guaranty in favor of the sellers in respect of all of the Shellpoint Purchaser's payment obligations under the Shellpoint SPA. In connection with the Shellpoint SPA, NRM also entered into certain other agreements, including a Shellpoint MSR Purchase Agreement and a Shellpoint Subservicing Agreement (each described below). Shellpoint is a vertically integrated mortgage platform with operations across mortgage origination and servicing, and is an approved Fannie Mae and Freddie Mac seller and servicer and a Ginnie Mae issuer.

The Shellpoint SPA contains certain customary representations and warranties made by each party, which are qualified by the confidential disclosures provided to the Shellpoint Purchaser in connection with the Shellpoint SPA. The Shellpoint Purchaser and Shellpoint have agreed to various customary covenants, including, among others, covenants regarding the conduct of Shellpoint's business prior to the Shellpoint Closing and covenants requiring the Shellpoint Purchaser and Shellpoint to use commercially reasonable efforts to obtain certain third-party and governmental consents, approvals or other authorizations required in connection

with the Shellpoint Acquisition. The Shellpoint SPA also contains certain indemnification provisions. A portion of the closing purchase price will be held back by the Shellpoint Purchaser, which holdback amount, together with a right of offset against the Shellpoint Earnout Payments, will be available to the Shellpoint Purchaser to satisfy certain indemnification claims.

Each party's obligation to consummate the Shellpoint Acquisition is subject to certain closing conditions, including among others, (i) the accuracy of the other party's representations and warranties (subject to certain qualifications); (ii) the other party's compliance with its covenants contained in the Shellpoint SPA (subject to certain qualifications); (iii) the applicable waiting periods under the HSR Act shall have expired or been terminated; (iv) no judgment, decree or judicial order shall have been entered or might be entered which would materially and adversely affect the consummation of the Shellpoint Acquisition; and (v) certain conditions relating to litigation and regulatory matters. In addition, the obligations of the Shellpoint Purchaser to consummate the Shellpoint Acquisition are subject to (i) the absence of any Material Adverse Effect (as defined in the Shellpoint SPA); (ii) the receipt of certain approvals from governmental entities, government-sponsored entities and other third parties; and (iii) the consummation of the transactions contemplated by the Shellpoint MSR Purchase Agreement.

The Shellpoint SPA may be terminated by either party under certain circumstances, including, among others: (i) if the Shellpoint Closing has not occurred on or before October 31, 2018 (unless extended under certain circumstances by the Shellpoint Purchaser); (ii) if a court or other governmental entity has issued a final and non-appealable order prohibiting the Shellpoint Closing; (iii) upon a material uncured breach by the other party that would result in a failure of the conditions to the Shellpoint Closing to be satisfied; or (iv) certain circumstances relating to litigation and regulatory matters.

On November 29, 2017, concurrently with the Shellpoint Purchaser's entry into the Shellpoint SPA, NRM entered into (i) a Bulk Agreement for the Purchase and Sale of Mortgage Servicing Rights (the "Shellpoint MSR Purchase Agreement") with New Penn Financial LLC ("New Penn"), a Delaware limited liability company and a wholly owned subsidiary of Shellpoint, pursuant to which NRM has agreed to purchase from New Penn the mortgage servicing rights relating to a portfolio of Fannie Mae and Freddie Mac mortgage loans having an aggregate UPB of approximately $7.8 billion for a purchase price of approximately $81.0 million (the "Shellpoint MSR Purchase"), which closed on January 16, 2018, and (ii) a Subservicing Agreement (the "Shellpoint Subservicing Agreement") with New Penn, pursuant to which New Penn has agreed to subservice Fannie Mae and Freddie Mac mortgage loans for which NRM has acquired the right to service such loans. Each party's obligation to consummate the Shellpoint MSR Purchase is subject to certain customary closing conditions, including among others, the applicable waiting periods under the HSR Act shall have expired or been terminated and the receipt of certain approvals from government-sponsored entities, and the consummation of the Shellpoint Acquisition is not a condition to the closing of the Shellpoint MSR Purchase. Under the Shellpoint Subservicing Agreement, New Penn is entitled to certain monthly and other servicing compensation, and both NRM and New Penn may terminate the Shellpoint Subservicing Agreement, subject to certain specified terms, notice periods and other requirements.

19. SUMMARY QUARTERLY CONSOLIDATED FINANCIAL INFORMATION (UNAUDITED)

The following is an unaudited summary information on New Residential's quarterly operations.

2017	Quarter Ended				Year Ended December 31
	March 31	June 30	September 30	December 31	
Interest income	$ 292,538	$ 471,952	$ 397,722	$ 357,467	$ 1,519,679
Interest expense	98,229	115,157	125,278	122,201	460,865
Net interest income	194,309	356,795	272,444	235,266	1,058,814
Impairment					
Other-than-temporary impairment (OTTI) on securities	2,112	5,115	1,509	1,598	10,334
Valuation and loss provision (reversal) on loans and real estate owned	17,910	20,771	26,700	10,377	75,758
	20,022	25,886	28,209	11,975	86,092
Net interest income after impairment	174,287	330,909	244,235	223,291	972,722
Servicing revenue, net	40,602	170,851	58,014	154,882	424,349
Other income[(A)]	(3,694)	57,847	87,145	66,488	207,786
Operating Expenses	68,441	139,360	117,060	97,716	422,577
Income Before Income Taxes	142,754	420,247	272,334	346,945	1,182,280
Income tax expense (benefit)	5,596	82,844	32,613	46,575	167,628
Net Income	$ 137,158	$ 337,403	$ 239,721	$ 300,370	$ 1,014,652
Noncontrolling Interests in Income (Loss) of Consolidated Subsidiaries	$ 15,780	$ 15,671	$ 13,600	$ 12,068	$ 57,119
Net Income Attributable to Common Stockholders	$ 121,378	$ 321,732	$ 226,121	$ 288,302	$ 957,533
Net Income Per Share of Common Stock					
Basic	$ 0.42	$ 1.05	$ 0.74	$ 0.94	$ 3.17
Diluted	$ 0.42	$ 1.04	$ 0.73	$ 0.93	$ 3.15
Weighted Average Number of Shares of Common Stock Outstanding					
Basic	286,600,324	307,344,874	307,361,309	307,361,309	302,238,065
Diluted	288,241,188	309,392,512	309,207,345	310,388,102	304,381,388
Dividends Declared per Share of Common Stock	$ 0.48	$ 0.50	$ 0.50	$ 0.50	$ 1.98

2016	**Quarter Ended**				**Year Ended December 31**
	March 31	**June 30**	**September 30**	**December 31[B]**	
Interest income	$ 190,036	$ 277,477	$ 282,388	$ 326,834	$ 1,076,735
Interest expense	81,228	100,685	96,488	95,023	373,424
Net interest income	108,808	176,792	185,900	231,811	703,311
Impairment					
Other-than-temporary impairment (OTTI) on securities	3,254	2,819	1,765	2,426	10,264
Valuation and loss provision (reversal) on loans and real estate owned	6,745	16,825	18,275	35,871	77,716
	9,999	19,644	20,040	38,297	87,980
Net interest income after impairment	98,809	157,148	165,860	193,514	615,331
Servicing revenue, net	—	—	—	118,169	118,169
Other income[A]	31,922	(19,723)	26,701	23,437	62,337
Operating Expenses	25,016	36,280	40,575	72,339	174,210
Income Before Income Taxes	105,715	101,145	151,986	262,781	621,627
Income tax expense (benefit)	(10,223)	7,518	20,900	20,716	38,911
Net Income	$ 115,938	$ 93,627	$ 131,086	$ 242,065	$ 582,716
Noncontrolling Interests in Income (Loss) of Consolidated Subsidiaries	$ 4,202	$ 24,975	$ 32,178	$ 16,908	$ 78,263
Net Income Attributable to Common Stockholders	$ 111,736	$ 68,652	$ 98,908	$ 225,157	$ 504,453
Net Income Per Share of Common Stock					
Basic	$ 0.48	$ 0.30	$ 0.41	$ 0.90	$ 2.12
Diluted	$ 0.48	$ 0.30	$ 0.41	$ 0.90	$ 2.12
Weighted Average Number of Shares of Common Stock Outstanding					
Basic	230,471,202	230,478,390	240,601,691	250,773,117	238,122,665
Diluted	230,538,712	230,839,753	241,099,381	251,299,730	238,486,772
Dividends Declared per Share of Common Stock	$ 0.46	$ 0.46	$ 0.46	$ 0.46	$ 1.84

(A) Earnings from investments in equity method investees is included in other income.
(B) New Residential completed significant transactions in the fourth quarter of 2016, as described in Notes 5, 8 and 9, as well as certain financings included in Note 11.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Disclosure Controls and Procedures

The Company's management, with the participation of the Company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act as of the end of the period covered by this report. The Company's disclosure controls and procedures are designed to provide reasonable assurance that information is recorded, processed, summarized and reported accurately and on a timely basis. Based on such evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, the Company's disclosure controls and procedures were effective.

Management's Report on Internal Control Over Financing Reporting

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act as a process designed by, or under the supervision of, the Company's principal executive and principal financial officers and effected by the Company's board of directors, management and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect all misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risks that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2017. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in the *2013 Internal Control-Integrated Framework*.

Based on our assessment, management concluded that, as of December 31, 2017, the Company's internal control over financial reporting was effective.

The Company's independent registered public accounting firm has issued an audit report on the effectiveness of the Company's internal control over financial reporting. This report appears at the beginning of "Financial Statements and Supplementary Data."

Changes in Internal Control Over Financial Reporting

There have not been any changes in the Company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

The information required by this Item 10 is incorporated by reference to our definitive proxy statement for the 2018 annual meeting of stockholders to be filed with the SEC pursuant to Regulation 14A within 120 days after the fiscal year ended December 31, 2017 (our "Definitive Proxy Statement") under the headings "Proposal No. 1 Election of Directors," "Executive Officers" and "Security Ownership of Management and Certain Beneficial Owners-Section 16(a) of Beneficial Ownership Reporting Compliance."

Item 11. Executive Compensation.

The information required by this Item 11 is incorporated by reference to our Definitive Proxy Statement under the headings "Executive and Manager Compensation" and "Compensation Committee Report."

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The information required by this Item 12 is incorporated by reference to our Definitive Proxy Statement under the heading "Security Ownership of Management and Certain Beneficial Owners."

See also "Nonqualified Stock Option and Incentive Award Plan" in Part II, Item 5, "Market for Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities."

Item 13. Certain Relationships and Related Transactions, Director Independence.

The information required by this Item 13 is incorporated by reference to our Definitive Proxy Statement under the headings "Proposal No. 1 Election of Directors" and "Certain Relationships and Related Transactions."

Item 14. Principal Accounting Fees and Services.

The information required by this Item 14 is incorporated by reference to our Definitive Proxy Statement under the heading "Proposal No. 2 Approval of Appointment of Ernst & Young LLP as Independent Registered Public Accounting Firm."

PART IV

Item 15. Exhibits; Financial Statement Schedules.

(a) and (c) Financial statements and schedules:

See "Financial Statements and Supplementary Data."

(b) Exhibits filed with this Form 10-K:

Exhibit Number	Exhibit Description
2.1†	Separation and Distribution Agreement, dated as of April 26, 2013, by and between New Residential Investment Corp. and Newcastle Investment Corp. (incorporated by reference to Exhibit 2.1 to Amendment No. 6 of New Residential Investment Corp.'s Registration Statement on Form 10, filed April 29, 2013)
2.2†	Purchase Agreement, dated as of March 5, 2013, by and among the Sellers listed therein, HSBC Finance Corporation and SpringCastle Acquisition LLC (incorporated by reference to Exhibit 99.1 to Drive Shack Inc.'s Current Report on Form 8-K, filed March 11, 2013)
2.3†	Master Servicing Rights Purchase Agreement, dated as of December 17, 2013, by and between Nationstar Mortgage LLC and Advance Purchaser LLC (incorporated by reference to Exhibit 2.1 to New Residential Investment Corp.'s Current Report on Form 8-K, filed December 23, 2013)
2.4†	Sale Supplement (Shuttle 1), dated as of December 17, 2013, by and between Nationstar Mortgage LLC and Advance Purchaser LLC (incorporated by reference to Exhibit 2.2 to New Residential Investment Corp.'s Current Report on Form 8-K, filed December 23, 2013)
2.5†	Sale Supplement (Shuttle 2), dated as of December 17, 2013, by and between Nationstar Mortgage LLC and Advance Purchaser LLC (incorporated by reference to Exhibit 2.3 to New Residential Investment Corp.'s Current Report on Form 8-K, filed December 23, 2013)
2.6†	Sale Supplement (First Tennessee), dated as of December 17, 2013, by and between Nationstar Mortgage LLC and Advance Purchaser LLC (incorporated by reference to Exhibit 2.4 to New Residential Investment Corp.'s Current Report on Form 8-K, filed December 23, 2013)
2.7†	Purchase Agreement, dated as of March 31, 2016, by and among SpringCastle Holdings, LLC, Springleaf Acquisition Corporation, Springleaf Finance, Inc., NRZ Consumer LLC, NRZ SC America LLC, NRZ SC Credit Limited, NRZ SC Finance I LLC, NRZ SC Finance II LLC, NRZ SC Finance III LLC, NRZ SC Finance IV LLC, NRZ SC Finance V LLC, BTO Willow Holdings II, L.P. and Blackstone Family Tactical Opportunities Investment Partnership - NQ - ESC L.P., and solely with respect to Section 11(a) and Section 11(g), NRZ SC America Trust 2015-1, NRZ SC Credit Trust 2015-1, NRZ SC Finance Trust 2015-1, and BTO Willow Holdings, L.P. (incorporated by reference to Exhibit 2.10 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016, filed on May 4, 2016)
2.8†	Securities Purchase Agreement, dated as of November 29, 2017, by and between NRM Acquisition LLC and Shellpoint Partners LLC
3.1	Amended and Restated Certificate of Incorporation of New Residential Investment Corp. (incorporated by reference to Exhibit 3.1 to New Residential Investment Corp.'s Current Report on Form 8-K, filed May 3, 2013)
3.2	Amended and Restated Bylaws of New Residential Investment Corp. (incorporated by reference to Exhibit 3.2 to New Residential Investment Corp.'s Current Report on Form 8-K, filed May 3, 2013)
3.3	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of New Residential Investment Corp. (incorporated by reference to Exhibit 3.1 to New Residential Investment Corp.'s Current Report on Form 8-K, filed October 17, 2014)
4.1	Amended and Restated Indenture, dated as of August 17, 2017, by and among NRZ Advance Receivables Trust 2015-ONI, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, New Residential Mortgage LLC and Credit Suisse AG, New York Branch (incorporated by reference to Exhibit 4.1 to New Residential Investment Corp.'s Current Report on Form 8-K, filed August 22, 2017)
4.2	Omnibus Amendment to Term Note Indenture Supplements, dated as of August 17, 2017, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, New Residential Mortgage LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.2 to New Residential Investment Corp.'s Current Report on Form 8-K, filed August 22, 2017)

4.3 Series 2015-T1 Indenture Supplement, dated as of August 28, 2015, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.19 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015)

4.4 Series 2015-T2 Indenture Supplement, dated as of August 28, 2015, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.20 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015)

4.5 Series 2015-VF1 Indenture Supplement, dated as of August 28, 2015, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.21 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015)

4.6 Amendment No. 1, dated as of November 24, 2015, to the Series 2015-VF1 Indenture Supplement, dated as of August 28, 2015, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.22 to New Residential Investment Corp.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2015)

4.7 Amendment No. 2, dated as of March 22, 2016, to the Series 2015-VF1 Indenture Supplement, dated as of August 28, 2015, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.1 to New Residential Investment Corp.'s Current Report on Form 8-K, filed March 24, 2016)

4.8 Amendment No. 3, dated as of May 9, 2016, to the Series 2015-VF1 Indenture Supplement, dated as of August 28, 2015, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.1 to New Residential Investment Corp.'s Current Report on Form 8-K, filed May 13, 2016)

4.9 Amendment No. 4, dated as of May 27, 2016, to the Series 2015-VF1 Indenture Supplement, dated as of August 28, 2015, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.1 to New Residential Investment Corp.'s Current Report on Form 8-K, filed June 3, 2016)

4.10 Amendment No. 5, dated as of December 15, 2016, to the Series 2015-VF1 Indenture Supplement, dated as of August 28, 2015, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.3 to New Residential Investment Corp.'s Current Report on Form 8-K, filed December 16, 2016)

4.11 Amendment No. 6, dated as of August 17, 2017, to Series 2015-VF1 Indenture Supplement, dated as of August 28, 2015, to the Amended and Restated Indenture, dated as of August 21, 2017, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, New Residential Mortgage LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.3 to New Residential Investment Corp.'s Current Report on Form 8-K, filed August 22, 2017)

4.12 Amendment No. 7, dated as of November 15, 2017, to Series 2015-VF1 Indenture Supplement, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, HLSS Holdings, LLC, Credit Suisse AG, New York Branch, Ocwen Loan Servicing, LLC, New Residential Mortgage LLC, and New Residential Investment Corp and consented to by Credit Suisse and Credit Suisse International (incorporated by reference to Exhibit 4.1 to New Residential Investment Corp.'s Current Report on Form 8-K filed November 17, 2017)

4.13 Series 2015-T3 Indenture Supplement, dated as of November 24, 2015, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.23 to New Residential Investment Corp.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2015)

4.14	Series 2015-T4 Indenture Supplement, dated as of November 24, 2015, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.24 to New Residential Investment Corp.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2015)
4.15	Series 2016-T1 Indenture Supplement, dated as of June 30, 2016, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.1 to New Residential Investment Corp.'s Current Report on Form 8-K, filed July 7, 2016)
4.16	Series 2016-T2 Indenture Supplement, dated as of October 25, 2016, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.1 to New Residential Investment Corp.'s Current Report on Form 8-K, filed October 31, 2016)
4.17	Series 2016-T3 Indenture Supplement, dated as of October 25, 2016, to the Indenture, dated as of August 28, 2015, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.2 to New Residential Investment Corp.'s Current Report on Form 8-K, filed October 31, 2016)
4.18	Series 2016-T4 Indenture Supplement, dated as of December 15, 2016, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.1 to New Residential Investment Corp.'s Current Report on Form 8-K, filed December 16, 2016)
4.19	Series 2016-T5 Indenture Supplement, dated as of December 15, 2016, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.2 to New Residential Investment Corp.'s Current Report on Form 8-K, filed December 16, 2016)
4.20	Series 2017-T1 Indenture Supplement, dated as of February 7, 2017, by and among NRZ Advance Receivables Trust 2015-ON1, Deutsche Bank National Trust Company, Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, Credit Suisse AG, New York Branch and New Residential Investment Corp. (incorporated by reference to Exhibit 4.1 to New Residential Investment Corp.'s Current Report on Form 8-K filed February 8, 2017)
10.1	Third Amended and Restated Management and Advisory Agreement, dated as of May 7, 2015, by and between New Residential Investment Corp. and FIG LLC (incorporated by reference to Exhibit 10.4 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2015)
10.2	Form of Indemnification Agreement by and between New Residential Investment Corp. and its directors and officers (incorporated by reference to Exhibit 10.2 to Amendment No. 3 to New Residential Investment Corp.'s Registration Statement on Form 10, filed March 27, 2013)
10.3	New Residential Investment Corp. Nonqualified Stock Option and Incentive Award Plan, adopted as of April 29, 2013 (incorporated by reference to Exhibit 10.1 to New Residential Investment Corp.'s Current Report on Form 8-K, filed May 3, 2013)
10.4	Amended and Restated New Residential Investment Corp. Nonqualified Stock Option and Incentive Plan, adopted as of November 4, 2014 (incorporated by reference to Exhibit 10.6 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2014)
10.5	Investment Guidelines (incorporated by reference to Exhibit 10.4 to Amendment No. 4 to New Residential Investment Corp.'s Registration Statement on Form 10, filed April 9, 2013)
10.6	Excess Servicing Spread Sale and Assignment Agreement, dated as of December 8, 2011, by and between Nationstar Mortgage LLC and NIC MSR I LLC (incorporated by reference to Exhibit 10.5 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2011)
10.7	Excess Spread Refinanced Loan Replacement Agreement, dated as of December 8, 2011, by and between Nationstar Mortgage LLC and NIC MSR I LLC (incorporated by reference to Exhibit 10.6 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2011)
10.8	Future Spread Agreement for FHLMC Mortgage Loans, dated as of May 13, 2012, by and between Nationstar Mortgage LLC and NIC MSR IV LLC (incorporated by reference to Exhibit 10.4 to Drive Shack Inc.'s Current Report on Form 8-K, filed May 15, 2012)

10.9	Future Spread Agreement for FNMA Mortgage Loans, dated as of May 13, 2012, by and between Nationstar Mortgage LLC and NIC MSR V LLC (incorporated by reference to Exhibit 10.2 to Drive Shack Inc.'s Current Report on Form 8-K, filed May 15, 2012)
10.10	Future Spread Agreement for Non-Agency Mortgage Loans, dated as of May 13, 2012, by and between Nationstar Mortgage LLC and NIC MSR VI LLC (incorporated by reference to Exhibit 10.6 to Drive Shack Inc.'s Current Report on Form 8-K, filed May 15, 2012)
10.11	Future Spread Agreement for GNMA Mortgage Loans, dated as of May 13, 2012, by and between Nationstar Mortgage LLC and NIC MSR VII, LLC (incorporated by reference to Exhibit 10.8 to Drive Shack Inc.'s Current Report on Form 8-K, filed May 15, 2012)
10.12	Current Excess Servicing Spread Acquisition Agreement for FHLMC Mortgage Loans, dated as of May 31, 2012, by and between Nationstar Mortgage LLC and NIC MSR III LLC (incorporated by reference to Exhibit 10.1 to Drive Shack Inc.'s Current Report on Form 8-K, filed June 6, 2012)
10.13	Future Spread Agreement for FHLMC Mortgage Loans, dated as of May 31, 2012, by and between Nationstar Mortgage LLC and NIC MSR III LLC (incorporated by reference to Exhibit 10.2 to Drive Shack Inc.'s Current Report on Form 8-K, filed June 6, 2012)
10.14	Amended and Restated Current Excess Servicing Spread Acquisition Agreement for FNMA Mortgage Loans, dated as of June 7, 2012, by and between Nationstar Mortgage LLC and NIC MSR II LLC (incorporated by reference to Exhibit 10.1 to Drive Shack Inc.'s Current Report on Form 8-K, filed June 7, 2012)
10.15	Amended and Restated Future Spread Agreement for FNMA Mortgage Loans, dated as of June 7, 2012, by and between Nationstar Mortgage LLC and NIC MSR II LLC (incorporated by reference to Exhibit 10.2 to Drive Shack Inc.'s Current Report on Form 8-K, filed June 7, 2012)
10.16	Amended and Restated Current Excess Servicing Spread Acquisition Agreement for FHLMC Mortgage Loans, dated as of June 7, 2012, by and between Nationstar Mortgage LLC and NIC MSR II LLC (incorporated by reference to Exhibit 10.3 to Drive Shack Inc.'s Current Report on Form 8-K, filed June 7, 2012)
10.17	Amended and Restated Future Spread Agreement for FHLMC Mortgage Loans, dated as of June 7, 2012, by and between Nationstar Mortgage LLC and NIC MSR II LLC (incorporated by reference to Exhibit 10.4 to Drive Shack Inc.'s Current Report on Form 8-K, filed June 7, 2012)
10.18	Amended and Restated Current Excess Servicing Spread Acquisition Agreement for Non-Agency Mortgage Loans, dated as of June 7, 2012, by and between Nationstar Mortgage LLC and NIC MSR II LLC (incorporated by reference to Exhibit 10.5 to Drive Shack Inc.'s Current Report on Form 8-K, filed June 7, 2012)
10.19	Amended and Restated Future Spread Agreement for Non-Agency Mortgage Loans, dated as of June 7, 2012, by and between Nationstar Mortgage LLC and NIC MSR II LLC (incorporated by reference to Exhibit 10.6 to Drive Shack Inc.'s Current Report on Form 8-K, filed June 7, 2012)
10.20	Amended and Restated Current Excess Servicing Spread Acquisition Agreement for FNMA Mortgage Loans, dated as of June 28, 2012, by and between Nationstar Mortgage LLC and NIC MSR V LLC (incorporated by reference to Exhibit 10.1 to Drive Shack Inc.'s Current Report on Form 8-K, filed July 5, 2012)
10.21	Amended and Restated Current Excess Servicing Spread Acquisition Agreement for FHLMC Mortgage Loans, dated as of June 28, 2012, by and between Nationstar Mortgage LLC and NIC MSR IV LLC (incorporated by reference to Exhibit 10.2 to Drive Shack Inc.'s Current Report on Form 8-K, filed July 5, 2012)
10.22	Amended and Restated Current Excess Servicing Spread Acquisition Agreement for Non-Agency Mortgage Loans, dated as of June 28, 2012, by and between Nationstar Mortgage LLC and NIC MSR VI LLC (incorporated by reference to Exhibit 10.3 to Drive Shack Inc.'s Current Report on Form 8-K, filed July 5, 2012)
10.23	Amended and Restated Current Excess Servicing Spread Acquisition Agreement for GNMA Mortgage Loans, dated as of June 28, 2012, by and between Nationstar Mortgage LLC and NIC MSR VII LLC (incorporated by reference to Exhibit 10.4 to Drive Shack Inc.'s Current Report on Form 8-K, filed July 5, 2012)
10.24	Current Excess Servicing Spread Acquisition Agreement for GNMA Mortgage Loans, dated as of December 31, 2012, by and between Nationstar Mortgage LLC and MSR VIII LLC (incorporated by reference to Exhibit 10.35 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)
10.25	Future Spread Agreement for GNMA Mortgage Loans, dated as of December 31, 2012, by and between Nationstar Mortgage LLC and MSR VIII LLC (incorporated by reference to Exhibit 10.36 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)
10.26	Current Excess Servicing Spread Acquisition Agreement for FHLMC Mortgage Loans, dated as of January 6, 2013, by and between Nationstar Mortgage LLC and MSR IX LLC (incorporated by reference to Exhibit 10.37 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)

10.27	Future Spread Agreement for FHLMC Mortgage Loans, dated as of January 6, 2013, by and between Nationstar Mortgage LLC and MSR IX LLC (incorporated by reference to Exhibit 10.38 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)
10.28	Current Excess Servicing Spread Acquisition Agreement for FNMA Mortgage Loans, dated as of January 6, 2013, by and between Nationstar Mortgage LLC and MSR X LLC (incorporated by reference to Exhibit 10.39 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)
10.29	Future Spread Agreement for FNMA Mortgage Loans, dated as of January 6, 2013, by and between Nationstar Mortgage LLC and MSR X LLC (incorporated by reference to Exhibit 10.40 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)
10.30	Current Excess Servicing Spread Acquisition Agreement for GNMA Mortgage Loans, dated as of January 6, 2013, by and between Nationstar Mortgage LLC and MSR XI LLC (incorporated by reference to Exhibit 10.41 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)
10.31	Future Spread Agreement for GNMA Mortgage Loans, dated as of January 6, 2013, by and between Nationstar Mortgage LLC and MSR XI LLC (incorporated by reference to Exhibit 10.42 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)
10.32	Current Excess Servicing Spread Acquisition Agreement for Non-Agency Mortgage Loans, dated as of January 6, 2013, by and between Nationstar Mortgage LLC and MSR XII LLC (incorporated by reference to Exhibit 10.43 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)
10.33	Future Spread Agreement for Non-Agency Mortgage Loans, dated as of January 6, 2013, by and between Nationstar Mortgage LLC and MSR XII LLC (incorporated by reference to Exhibit 10.44 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)
10.34	Current Excess Servicing Spread Acquisition Agreement for Non-Agency Mortgage Loans, dated as of January 6, 2013, by and between Nationstar Mortgage LLC and MSR XIII LLC (incorporated by reference to Exhibit 10.45 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)
10.35	Future Spread Agreement for Non-Agency Mortgage Loans, dated as of January 6, 2013, by and between Nationstar Mortgage LLC and MSR XIII LLC (incorporated by reference to Exhibit 10.46 to Drive Shack Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012)
10.36	Interim Servicing Agreement, dated as of April 1, 2013, by and among the Interim Servicers listed therein, HSBC Finance Corporation, as Interim Servicer Representative, HSBC Bank USA, National Association, SpringCastle America, LLC, SpringCastle Credit, LLC, SpringCastle Finance, LLC, Wilmington Trust, National Association, as Loan Trustee, and SpringCastle Finance LLC, as Owner Representative (incorporated by reference to Exhibit 10.35 to Amendment No. 4 to New Residential Investment Corp.'s Registration Statement on Form 10, filed April 9, 2013)
10.37	Second Amended and Restated Limited Liability Company Agreement of SpringCastle Acquisition LLC, dated as of March 31, 2016 (incorporated by reference to Exhibit 10.37 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016)
10.38	Services Agreement, dated as of April 6, 2015, by and between HLSS Advances Acquisition Corp. and Home Loan Servicing Solutions, Ltd. (incorporated by reference to Exhibit 2.4 to New Residential Investment Corp.'s Current Report on Form 8-K, filed April 10, 2015)
10.39	Receivables Sale Agreement, dated as of August 28, 2015, by and among Ocwen Loan Servicing, LLC, HLSS Holdings, LLC and NRZ Advance Facility Transferor 2015-ON1 LLC (incorporated by reference to Exhibit 10.47 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015)
10.40	Receivables Pooling Agreement, dated as of August 28, 2015, by and between NRZ Advance Facility Transferor 2015-ON1 LLC and NRZ Advance Receivables Trust 2015-ON1 (incorporated by reference to Exhibit 10.48 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015)
10.41#	Master Agreement, dated as July 23, 2017, by and among Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, HLSS MSR - EBO Acquisition LLC and New Residential Mortgage LLC (incorporated by reference to Exhibit 10.41 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2017)
10.42	Amendment No. 1 to Master Agreement, dated as of October 12, 2017, by and among Ocwen Loan Servicing, LLC, HLSS Holdings, LLC, HLSS MSR - EBO Acquisition LLC and New Residential Mortgage LLC (incorporated by reference to Exhibit 10.42 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2017)

10.43#	Transfer Agreement, dated as of July 23, 2017, by and among Ocwen Loan Servicing, LLC, New Residential Mortgage LLC, Ocwen Financial Corporation and New Residential Investment Corp. (incorporated by reference to Exhibit 10.43 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2017)
10.44#	Subservicing Agreement, dated as of July 23, 2017, by and between New Residential Mortgage LLC and Ocwen Loan Servicing, LLC (incorporated by reference to Exhibit 10.44 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2017)
10.45#	Cooperative Brokerage Agreement, dated as of August 28, 2017, by and among REALHome Services and Solutions, Inc., REALHome Services and Solutions - CT, Inc. and New Residential Sales Corp. (incorporated by reference to Exhibit 10.45 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2017)
10.46#	First Amendment to Cooperative Brokerage Agreement, dated as of November 16, 2017, by and among REALHome Services and Solutions, Inc., REALHome Services and Solutions - CT, Inc. and New Residential Sales Corp.
10.47#	Second Amendment to Cooperative Brokerage Agreement, dated as of January 18, 2018, by and among REALHome Services and Solutions, Inc., REALHome Services and Solutions - CT, Inc. and New Residential Sales Corp.
10.48#	Letter Agreement, dated as of August 28, 2017, by and among New Residential Investment Corp., New Residential Mortgage LLC, REALHome Services and Solutions, Inc., REALHome Services and Solutions - CT, Inc. and Altisource Solutions S.a.r.l. (incorporated by reference to Exhibit 10.46 to New Residential Investment Corp.'s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2017)
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31.1	Certification of Chief Executive Officer as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

† Schedules and exhibits may have been omitted pursuant to Item 601(b)(2) of Regulation S-K.

Portions of this exhibit have been omitted pursuant to a request for confidential treatment.

The following second amended and restated limited liability company agreements of the Consumer Loan Companies are substantially identical in all material respects, except as to the parties thereto and the initial capital contributions required under each agreement, to the Second Amended and Restated Limited Liability Company Agreement of SpringCastle Acquisition LLC that is filed as Exhibit 10.37 hereto and are being omitted in reliance on Instruction 2 to Item 601 of Regulation S-K:

- Second Amended and Restated Limited Liability Company Agreement of SpringCastle America, LLC, dated as of March 31, 2016.
- Second Amended and Restated Limited Liability Company Agreement of SpringCastle Credit, LLC, dated as of March 31, 2016.
- Second Amended and Restated Limited Liability Company Agreement of SpringCastle Finance, LLC, dated as of March 31, 2016.

SPECIAL NOTE REGARDING EXHIBITS

In reviewing the agreements included as exhibits to this Annual Report on Form 10-K, please remember they are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about the Company or the other parties to the agreements. The agreements contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the other parties to the applicable agreement and:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements proved to be inaccurate;
- have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and
- were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time. Additional information about the Company may be found elsewhere in this Annual Report on Form 10-K and the Company's other public filings, which are available without charge through the SEC's website at http://www.sec.gov. See "Business—Corporate Governance and Internet Address; Where Readers Can Find Additional Information."

The Company acknowledges that, notwithstanding the inclusion of the foregoing cautionary statements, it is responsible for considering whether additional specific disclosures of material information regarding material contractual provisions are required to make the statements in this report not misleading.

Item 16. Form 10-K Summary.

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15 (d) 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 thereunto duly authorized:

NEW RESIDENTIAL INVESTMENT CORP.

By: /s/ Michael Nierenberg
Michael Nierenberg
Chairman of the Board

February 14, 2018

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following person on behalf of the Registrant and in the capacities and on the dates indicated.

By: /s/ Michael Nierenberg
Michael Nierenberg
Chairman of the Board, Chief Executive Officer and President
(Principal Executive Officer)
February 14, 2018

By: /s/ Nicola Santoro, Jr.
Nicola Santoro, Jr.
Chief Financial Officer and Treasurer
(Principal Financial Officer)
February 14, 2018

By: /s/ Kevin J. Finnerty
Kevin J. Finnerty
Director
February 14, 2018

By: /s/ Jonathan R. Brown
Jonathan R. Brown
Chief Accounting Officer
(Principal Accounting Officer)
February 14, 2018

By: /s/ Douglas L. Jacobs
Douglas L. Jacobs
Director
February 14, 2018

By: /s/ Robert J. McGinnis
Robert J. McGinnis
Director
February 14, 2018

By: /s/ David Saltzman
David Saltzman
Director
February 14, 2018

By: /s/ Andrew Sloves
Andrew Sloves
Director
February 14, 2018

By: /s/ Alan L. Tyson
Alan L. Tyson
Director
February 14, 2018

EXHIBIT 2.8

SECURITIES PURCHASE AGREEMENT

by and among

SHELLPOINT PARTNERS LLC,

NRM ACQUISITION LLC,

THE SELLERS NAMED HEREIN

and

THE REPRESENTATIVE NAMED HEREIN

November 29, 2017

This document is intended solely to facilitate discussion among the parties. This document is not intended to create nor will it be deemed to create a legally binding or enforceable offer or agreement of any type or nature, unless and until it is agreed, executed and delivered by the parties referred to herein.

SMRH:484388213.45

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SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "Agreement"), dated as of November 29, 2017, is made by and among Shellpoint Partners LLC, a Delaware limited liability company (the "Company"), NRM Acquisition LLC, a Delaware limited liability company (the "Purchaser"), each Person set forth on Schedule 5.03 (each individually a "Seller" and, collectively, the "Sellers") and Shellpoint Services LLC, a Delaware limited liability company (solely in its capacity as the representative of the Sellers pursuant to Section 14.19, the "Representative"). Capitalized terms used and not otherwise defined herein have the meanings set forth in Section 13.01.

WHEREAS, each Seller is the owner of the number and type of Securities as set forth opposite such Seller's name on Schedule 5.03;

WHEREAS, concurrently with the execution and delivery of this Agreement, New Residential Mortgage LLC, which is the sole member of the Purchaser, and New Penn Financial LLC (the "MSR Seller") entered into (i) a Bulk Agreement for the Purchase and Sale of Mortgage Servicing Rights providing for, among other things, the acquisition of certain MSRs from the MSR Seller (the "MSR Purchase Agreement") and (ii) a Subservicing Agreement with respect to such acquired MSRs (the "Subservicing Agreement");

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company has adopted the Shellpoint Partners LLC Long-Term Incentive Plan (the "Company LTIP");

WHEREAS, the parties hereto desire to enter into this Agreement pursuant to which the Sellers shall sell to the Purchaser, and the Purchaser shall purchase from the Sellers, all of the Securities on the terms and subject to the conditions set forth herein; and

WHEREAS, concurrently with the execution of this Agreement, in connection with the transactions contemplated hereby, and as a condition and inducement to the Company's and the Sellers' willingness to enter into this Agreement, Purchaser Parent is entering into a guaranty in favor of the Company and the Sellers (the "Guaranty") pursuant to which it is guaranteeing the payment obligations of the Purchaser under this Agreement and Schedule A.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I

PURCHASE AND SALE OF SECURITIES

Section 1.01 Purchase and Sale of Securities.

(a) Upon the terms and subject to the conditions set forth in this Agreement, the Sellers agree to sell, assign, transfer and deliver to the Purchaser at the Closing, and the Purchaser agrees that it shall purchase and accept delivery from the Sellers at the Closing of, all of the Securities, which Securities shall constitute all of the outstanding equity securities (and rights to acquire equity securities) of the Company, free and clear of any Liens (other than Liens created or imposed by the Purchaser or Liens arising under any applicable securities Laws).

(b) As consideration for the purchase and sale described in Section 1.01(a), the Purchaser shall (i) deliver the Closing Payment to the Sellers at the Closing in accordance with Section 2.02(a) (subject to adjustment following the Closing in accordance with Section 1.03) and (ii) pay the Earnout Payments (other than the portion thereof payable to the participants in the Company LTIP) to the Sellers pursuant to the terms and subject to the conditions set forth in Schedule A.

Section 1.02 Purchase Price.

(a) Exhibit A-1 sets forth a summary consolidated balance sheet of the Company and its Subsidiaries as of the Latest Balance Sheet Date (the "Preliminary Closing Statement"), which is derived from the Latest Balance Sheet and prepared, with respect to the calculation of Book Value and Tangible Book Value, consistent with past Company accounting practices in accordance with GAAP consistently applied and the methodology set forth on Exhibit A-2. The Preliminary Closing Statement shall set forth (i) as of the Latest Balance Sheet Date, the consolidated members' equity of the Company and its Subsidiaries (for a given date, the "Book Value"), (ii) as of the Latest Balance Sheet Date, the consolidated tangible members' equity of the Company and its Subsidiaries (the "Tangible Book Value"), which for a given date shall be equal to the Book Value as of such date, less minority interest, goodwill and intangibles, (iii) to the extent not already reflected in the Tangible Book Value, whether or not required under GAAP, the sum of (A) all professional fees and expenses, including legal, accounting and investment banking fees and expenses, to the extent incurred by the Company or any of its Subsidiaries in connection with the transactions contemplated by this Agreement (which, for the avoidance of doubt, exclude any reimbursable fees, costs and expenses incurred or accrued in accordance with the provisions of Section 7.07, except to the extent so reimbursed), (B) all transaction bonuses, stay bonuses, change of control, retention, severance or other compensatory payments or benefits to be paid or provided to any current or former employees, officers, directors or consultants of the Company or any of its Subsidiaries (and the employer portion of any Taxes related thereto), to the extent a payment thereunder is triggered by the consummation of the transactions contemplated by this Agreement (other than, for the avoidance of doubt, the Earnout Payments and amounts payable in respect of the Company LTIP) (the "Employee Payments"), (C) the value of any Employment Agreement Severance Benefits (and the employer portion of any Taxes related thereto), and (D) the costs and expenses related to the purchase of the D&O Tail, fees paid to Governmental Entities or GSSMMEs in connection with obtaining required approvals and any other transaction-related costs and expenses, in each case, to the extent incurred or expected to be incurred by the Company or any of its Subsidiaries in connection with the consummation of the transactions contemplated by

this Agreement (collectively, the "Transaction Expenses"), in each case as of the Latest Balance Sheet Date, and (iv) as of the Latest Balance Sheet Date, the "Adjusted TBV", which, for a given date, shall equal (A) the Tangible Book Value as of such date, less (B) to the extent not already reflected in the Tangible Book Value (whether or not required under GAAP), the Transaction Expenses incurred as of such date and/or anticipated by the Company to be incurred through the Closing.

(b) Not later than fifteen (15) days after the last calendar day in the month immediately preceding the Closing Date (or, if the fifteenth (15^{th}) day after the last calendar day in the month immediately preceding the Closing Date falls on a day that is not a Business Day, then no later than the next Business Day after such fifteenth (15^{th}) day), the Company shall prepare in good faith, consistent with past Company accounting practices in accordance with GAAP consistently applied and the methodology set forth on Exhibit A-2, and deliver to the Purchaser an updated Preliminary Closing Statement as of such calendar date (the "Interim Closing Statement"); provided, however, that if the Closing Date is anticipated to occur in the first ten (10) days of a calendar month, then the Interim Closing Statement shall be prepared as of the month-end of the earlier preceding month (*i.e.*, if the Closing Date is anticipated to occur on January 1, then the Interim Closing Statement shall be prepared as of November 30) (as applicable, the "Reference Date"). The Interim Closing Statement shall be prepared in a manner consistent with the Preliminary Closing Statement and shall set forth (i) the Book Value as of the Reference Date, (ii) Tangible Book Value as of the Reference Date, (iii) a breakdown of the Transaction Expenses incurred as of the Reference Date and/or anticipated to be incurred through the Closing Date and (iv) the Adjusted TBV resulting therefrom (the "Interim TBV").

(c) As soon as practicable following the Closing (and in no event later than forty-five (45) days following the Closing Date), the Purchaser shall prepare, consistent with past Company accounting practices in accordance with GAAP consistently applied and the methodology set forth on Exhibit A-2, and deliver to the Representative an updated Interim Closing Statement (such statement, the "Final Closing Statement") as of 11:59 pm on the day immediately preceding the Closing Date (such time, the "Final Closing Statement Effective Time"). The Final Closing Statement shall be prepared in a manner consistent with the Preliminary Closing Statement and shall set forth (i) the Book Value as of the Final Closing Statement Effective Time, (ii) the Tangible Book Value as of the Final Closing Statement Effective Time, (iii) a breakdown of the Transaction Expenses incurred through the Closing Date and (iv) the Adjusted TBV resulting therefrom (the "Final TBV"). Any disputes in respect of the Final Closing Statement shall be resolved in accordance with Section 1.04. For avoidance of doubt, any calculations made as of the Final Closing Statement Effective Time shall not reflect actions taken by or on behalf of the Company or any Subsidiary thereof at the direction of the Purchaser (such as the incurrence of debt) unless the Representative otherwise agrees in writing but shall reflect any indebtedness or Transaction Expenses outstanding immediately prior to the Closing even if extinguished or paid at the Closing.

Section 1.03 Purchase Price Adjustment.

(a) If the Adjusted Purchase Price exceeds the Closing Purchase Price:

(i) the Purchaser shall promptly (but no later than five (5) Business Days) following the determination of the Final TBV deliver to the Representative by wire transfer of immediately available funds to the account(s) designated in writing by the Representative an amount in cash equal to the sum of (A) such excess plus (B) the Adjustment Holdback Amount; and

(ii) promptly after receipt by the Representative of the amounts sent to it pursuant to the foregoing clause (i), the Representative shall distribute such amounts to the Sellers in accordance with their respective Pro Rata Percentages.

(b) If the Closing Purchase Price equals the Adjusted Purchase Price:

(i) the Purchaser shall promptly (but no later than five (5) Business Days) following the determination of the Final TBV deliver to the Representative by wire transfer of immediately available funds to the account(s) designated in writing by the Representative an amount in cash equal to the Adjustment Holdback Amount; and

(ii) promptly after receipt by the Representative of the amount sent to it pursuant to the foregoing clause (i), the Representative shall distribute such amount to the Sellers in accordance with their respective Pro Rata Percentages.

(c) If the Closing Purchase Price exceeds the Adjusted Purchase Price by an amount less than the Adjustment Holdback Amount:

(i) the Purchaser shall promptly (but no later than five (5) Business Days) following the determination of the Final TBV deliver to the Representative by wire transfer of immediately available funds to the account(s) designated in writing by the Representative an amount in cash equal to the difference of (A) the Adjustment Holdback Amount minus (B) such excess; and

(i) promptly after receipt by the Representative of the amount sent to it pursuant to the foregoing clause (i), the Representative shall distribute such amounts to the Sellers in accordance with their respective Pro Rata Percentages.

(d) If the Closing Purchase Price exceeds the Adjusted Purchase Price by an amount that is equal to or in excess of the Adjustment Holdback Amount, the Representative shall promptly (but no later than forty five (45) days) following the determination of the Final TBV deliver to the Purchaser by wire transfer of immediately available funds to the account(s) designated in writing by the Purchaser an amount in cash equal to the difference, if any, of (A) such excess minus (B) the Adjustment Holdback Amount.

Section 1.04 Disputes.

(a) The Representative shall have until the end of the Review Period to review the Final Closing Statement and to notify the Purchaser in writing if it disputes any amount, calculation or determination in any such statement (a "Closing Statement Dispute Notice"), specifying the reasons therefor in reasonable detail. The "Review Period" means the forty five (45) days following receipt of the Final Closing Statement; provided that the Review Period shall be automatically tolled and extended to account for any delay or failure by the Purchaser to comply with its obligations under Section 1.04(b).

(b) In connection with the Representative's review, the Purchaser shall provide to the Representative and its authorized representatives reasonable access throughout the Review Period, during normal business hours and upon reasonable written notice, to, and the right to obtain copies of, all relevant records, schedules, memoranda and other documents prepared by the Purchaser, the Company and its Subsidiaries and their respective accountants in connection with the preparation of the Final Closing Statement and such other information and access to such employees of the Purchaser, Company and its Subsidiaries that the Representative reasonably requests, and the Purchaser shall, and shall cause the Company and its Subsidiaries to, reasonably cooperate with the Representative and its representatives in connection therewith; provided that such access shall be in a manner that does not interfere with the normal business operations of the Purchaser, the Company or their respective Affiliates.

(c) In the event that the Representative delivers a timely Closing Statement Dispute Notice to the Purchaser, the Purchaser and the Representative shall cooperate in good faith to resolve such dispute as promptly as practicable and, upon such resolution, if any, any adjustments to the Final Closing Statement shall be made in accordance with the agreement of the Purchaser and the Representative and shall be conclusive and binding. If the Purchaser and the Representative are unable to resolve any such dispute within sixty (60) days of the Representative's delivery of such Closing Statement Dispute Notice (or any such longer period as the Purchaser and the Representative shall mutually agree in writing), such dispute shall be resolved by the Independent Accounting Firm in accordance with the following, and such determination shall be final and binding on the parties absent manifest error (and, in the event of such manifest error, the written determination shall be referred back to the Independent Accounting Firm to correct the same).

(i) The Purchaser and the Representative shall arrange for the Independent Accounting Firm to agree in its engagement letter to act in accordance with this Section 1.04(c). The Purchaser shall make readily available to the Independent Accounting Firm all relevant books and records (to the extent in the Purchaser's possession or control) reasonably requested by the Independent Accounting Firm. The Purchaser and the Representative each shall present a statement to the Independent Accounting Firm (which statement shall also be concurrently provided to the other party) within twenty (20) days of the appointment of the Independent Accounting Firm detailing such party's views as to the correct nature and amount of each item remaining in dispute. Within ten (10) days of receipt of the statement, the receiving party may present a responsive statement to the Independent Accounting Firm (which responsive statement shall also be concurrently provided to the other party). Each party may make an oral presentation to the Independent Accounting Firm (in which case, such presenting party shall notify the other party of such presentation, and the other party shall have the right to be present (and speak) at such presentation), within forty-five (45) days of the appointment of the Independent Accounting Firm. The Independent Accounting Firm shall have the opportunity to present written questions to either party, a copy of which shall be provided to the other party. There shall be no ex parte communications between any party (or its representatives), on the one hand, and the Independent Accounting Firm, on the other hand, relating to any disputed matter and unless requested by the Independent Accounting Firm in writing, no party may present any additional information or arguments to the Independent Accounting Firm, either orally or in writing.

(ii) The Independent Accounting Firm shall consider only those items, amounts and determinations as to which the Purchaser and the Representative have disagreed within the time periods and on the terms specified above, and may rely only upon information submitted to it by the Purchaser and the Representative. With respect to each disputed item, the Independent Accounting Firm shall not render a determination that is more favorable to the Representative than the amount advocated by the Representative or more favorable to the Purchaser than the amount advocated by the Purchaser. The Independent Accounting Firm shall be instructed to use commercially reasonable efforts to deliver to the Purchaser and the Representative a written report setting forth the resolution of each disputed matter within sixty (60) days of submission of the Final Closing Statement to it and, in any case, as promptly as practicable after such submission (but subject to the time constraints referenced in Section 1.04(c)(i)). Any expenses relating to the engagement of the Independent Accounting Firm in respect of its services pursuant to this Section 1.04(c) shall initially be shared equally by the Purchaser and the Representative; provided, however, that all fees and expenses relating to the foregoing work by the Independent Accounting Firm shall ultimately be borne by the Purchaser and the Representative in inverse proportion as they may prevail on the matters resolved by the Independent Accounting Firm, which proportionate allocation also will be determined by the Independent Accounting Firm, will be included in the Independent Accounting Firm's written report and will be paid (taking into account prior payments) at the time the applicable payment is made.

ARTICLE II

THE CLOSING

Section 2.01 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP located at Four Times Square, New York, NY 10036 at 10:00 a.m. local time (i) on the first day of the calendar month following the calendar month in which all of the closing conditions set forth in Article III (other than those closing conditions which are to be satisfied at the Closing itself, but subject to such conditions being capable of being satisfied at the Closing) have been satisfied or waived (by the party entitled to the benefit of such condition); provided, however, that if such conditions are not so satisfied or waived until a date that is within three (3) days of the end of a calendar month, then the Closing shall instead occur on the first day of the subsequent calendar month, or (ii) on or at such other date, time or place as is mutually agreeable to the Purchaser and the

Representative. The date on which the Closing occurs is referred to herein as the "Closing Date" and the time at which the Closing occurs is referred to herein as the "Effective Time."

Section 2.02 The Closing Transactions. Subject to the terms and conditions set forth in this Agreement, the parties hereto shall consummate the following transactions on the Closing Date:

(a) the Purchaser shall deliver the Closing Payment to the Sellers by wire transfer of immediately available funds to the accounts designated on, and in accordance with, the Distribution Allocation Schedule;

(b) the Purchaser shall deposit the Representative's Fund Amount with the Representative by wire transfer of immediately available funds to the Representative's Account;

(c) the Sellers shall cause the Company to record the transfer of the Securities to the Purchaser, free and clear of all Liens (other than Liens created or imposed by the Purchaser or any applicable securities Laws), upon the books of the Company;

(d) (i) the Purchaser shall repay the Indebtedness set forth on Schedule 2.02(d)(i) (the "Specified Sub Debt") and (ii) subject to Section 2.04, the Purchaser shall repay the Indebtedness set forth on Schedule 2.02(d)(ii) (the Indebtedness in this clause (ii), the "Other Sub Debt");

(e) the Purchaser shall pay or cause to be paid any unpaid Transaction Expenses on behalf of the Sellers and the Company, as applicable, by wire transfer of immediately available funds, as directed by the Company prior to the Closing; provided, that with respect to any such amounts that constitute Employee Payments subject to withholding Taxes, the Purchaser shall cause the Company or one of its Subsidiaries to make such payments on or as soon as practicable after the Closing Date through the payroll system of the Company or such Subsidiary, less applicable withholding Taxes; and

(f) the Purchaser, the Company and the Sellers shall make such other deliveries as are required by Article III.

Section 2.03 Withholding Tax. The Purchaser shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement (including Earnout Payments) such amounts, if any, as are required to be deducted or withheld therefrom under any provision of Tax Law or under any applicable Law. Any such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the relevant Person in respect of which such withholding was made.

Section 2.04 Treatment of Subordinated Debt. From the date of this Agreement until the day that is five (5) Business Days prior to the Closing Date (the "Sub Debt Review Period"), the Company shall use commercially reasonable efforts to obtain the consents, waivers, or other instruments (if any) that the Company and the Purchaser, cooperating in good faith, mutually agree are necessary and prudent to allow all of the Other Sub Debt to be repaid at the Closing without causing a breach of any of the Contracts governing any of the Other Sub Debt (a "Sub Debt Breach"); provided, that nothing in this Section 2.04 shall require the Company to pay any fees or other additional costs in order to obtain any such consents, waivers or other instruments (other than as are contingent upon Closing or which are reimbursed by the Purchaser). If during the Sub Debt Review Period it is determined in good faith by the Company that any portion of the Other Sub Debt cannot be repaid at the Closing without causing a Sub Debt Breach, then, no later than three (3) Business Days prior to the Closing, the Company shall notify the Purchaser and thereafter the Purchaser shall cause the Other Sub Debt to be repaid in accordance with its terms.

ARTICLE III

CONDITIONS TO CLOSING

Section 3.01 Conditions to the Purchaser's Obligations. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by the Purchaser in writing) of the following conditions on or prior to the Closing Date:

(a) (i) (A) The representations and warranties set forth in Article IV and Article V (other than the Company Fundamental Reps, the Seller Fundamental Reps, the representations and warranties contained in Sections 4.06(a), the first two sentences of Section 4.14(a), Section 4.14(b), Section 4.14(c), the first two sentences of Section 4.14(e) and Section 4.17, and those representations and warranties that address matters as of particular dates) shall be true and correct as of the date of this Agreement and as of the Closing Date as though then made and (B) the representations and warranties set forth in Article IV and Article V that address matters as of particular dates (other than the Company Fundamental Reps, the Seller Fundamental Reps and the representations and warranties contained in Section 4.06(a), the first two sentences of Section 4.14(a), Section 4.14(b), Section 4.14(c), the first two sentences of Section 4.14(e) and Section 4.17) shall be true and correct as of such dates, except where the failure of such representations and warranties referenced in the immediately preceding clauses (A) and (B) to be so true and correct have not, individually or in the aggregate, had a Material Adverse Effect (without giving effect to materiality, Material Adverse Effect or similar phrases in such representations and warranties); (ii) (A) the representations and warranties contained in the first two sentences of Section 4.14(a), Section 4.14(b), Section 4.14(c), the first two sentences of Section 4.14(e) and Section 4.17 (other than those representations and warranties that address matters as of particular dates) shall be true and correct (without giving effect to materiality, Material Adverse Effect or similar phrases in such representations and warranties) in all material respects (taking the Company and its Subsidiaries as a whole for the purpose of determining such materiality) as of the date of this Agreement and as of the Closing Date as though then made and (B) the representations and warranties contained in the first two sentences of Section 4.14(a), Section 4.14(b), Section 4.14(c), the first two sentences of Section 4.14(e) and Section 4.17 that address matters as of particular dates shall be true and

correct (without giving effect to materiality, Material Adverse Effect or similar phrases in such representations and warranties) in all material respects (taking the Company and its Subsidiaries as a whole for the purpose of determining such materiality) as of such dates; and (iii) (A) the representations and warranties contained in Section 4.06(a) and the Company Fundamental Reps and the Seller Fundamental Reps (other than those representations and warranties that address matters as of particular dates) shall be true and correct (without giving effect to materiality, Material Adverse Effect or similar phrases in such representations and warranties, except in Section 4.06(a)) in all respects as of the date of this Agreement and as of the Closing Date as though then made and (B) the representations and warranties contained in Section 4.06(a) and the Company Fundamental Reps and the Seller Fundamental Reps that address matters as of particular dates shall be true and correct (without giving effect to materiality, Material Adverse Effect or similar phrases in such representations and warranties, except in Section 4.06(a)) in all respects as of such dates;

(b) The Sellers and the Company shall have performed in all material respects all of the covenants and agreements that are required to be performed by such parties under this Agreement at or prior to the Closing;

(c) During the period from the date of this Agreement to the Closing, there shall not have occurred a Material Adverse Effect;

(d) The applicable waiting periods under the HSR Act shall have expired or been terminated;

(e) Each of the approvals set forth on Schedule 3.01(e) shall have been received and shall remain in full force and effect;

(f) The Company shall have delivered to the Purchaser duly and fully executed payoff letters with respect to the Specified Sub Debt and the Other Sub Debt, and each such payoff letter by its terms shall allow for the Specified Sub Debt to be paid by the Purchaser concurrently with the Closing in accordance with Section 2.02(d)(i) and the Other Sub Debt to be paid by the Purchaser concurrently with or following the Closing, as applicable, in accordance with Section 2.02(d)(ii) and Section 2.04;

(g) The Company shall have entered into an employment agreement in form and substance reasonably acceptable to the Purchaser with each of the Persons set forth on Schedule 3.01(g)(i) (each, an "Employment Agreement Recipient") and including the terms and conditions set forth on Schedule 3.01(g)(ii) (each, an "Employment Agreement"), and each such Employment Agreement shall remain in full force and effect;

(h) The transactions contemplated by the MSR Purchase Agreement shall have been consummated;

(i) The Purchaser shall not have any right to terminate the Subservicing Agreement for cause pursuant to Section 5.03 thereof (and any applicable notice periods therefor shall be expired);

(j) Each of the following shall have occurred: (i) no later than December 10, 2017, the investigation relating to the matter described on Schedule 3.01(j) shall have been completed (the "Investigation"), (ii) by no later than January 10, 2018, the findings and/or recommendations of the Investigation, and the impact thereof on the Company and its Subsidiaries, shall have been determined by the Purchaser not to be material to the Company and its Subsidiaries, taken as a whole (and the Purchaser's failure to make such determination within such period shall be deemed a determination that such findings and/or recommendations were not material to the Company and its Subsidiaries, taken as a whole), and (iii) the Company and its Subsidiaries shall have taken actions satisfactory to the Purchaser (in its sole and absolute discretion) to address such findings and/or recommendations; provided, that the Purchaser shall provide a detailed list of recommended corrective actions (to be developed in consultation with the Company) to the Company no later than January 10, 2018.

(k) No judgment, decree or judicial order shall have been entered which prevents (and no proceeding shall be pending or threatened which, if adversely determined, would prevent) the performance of a material part of this Agreement or the consummation of a material part of any of the transactions contemplated hereby, declares unlawful the transactions contemplated by this Agreement, or causes such transactions to be rescinded;

(l) Each Seller shall have delivered to the Purchaser a duly completed and executed certificate, dated as of the Closing Date, certifying that such Seller is not a foreign person within the meaning of Sections 897 and 1445 of the Code, substantially in the form of the applicable sample certificate set forth in Treasury Regulations § 1.1445-2(b)(2)(iv); provided, however, that notwithstanding anything to the contrary contained in this Agreement, if a Seller fails to deliver such certificate, the Purchaser may elect to waive receipt thereof and shall be entitled to withhold any amounts required to be withheld (as reasonably determined by the Purchaser) under Sections 1445 of the Code with respect to any payments to such Seller hereunder;

(m) The Sellers and the Company, as applicable, shall have delivered to the Purchaser a certificate executed by an executive officer of the Company and each of the Sellers, dated as of the Closing Date, stating that the conditions specified in Section 3.01(a), Section 3.01(b), and Section 3.01(c) have been satisfied; and

(n) The conditions set forth in Section 7 of Schedule 12.08 shall have been satisfied.

Section 3.02 Conditions to the Sellers' Obligations. The obligations of the Sellers to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver by the Representative in writing) of the following conditions on or prior to the Closing Date:

(a) (i) The representations and warranties set forth in Article VI (other than the Purchaser Fundamental Reps) shall be true and correct as of the date of this Agreement and as of the Closing Date as though then made, except where any failure of any such representations and warranties to be true and correct has not had and would not reasonably be expected to have a material adverse effect on the ability of the Purchaser to consummate the transactions contemplated by this Agreement, and (ii) the Purchaser Fundamental Reps shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though then made;

(b) The Purchaser shall have performed in all material respects all the covenants and agreements that are required to be performed by it under this Agreement at or prior to the Closing;

(c) The applicable waiting periods under the HSR Act shall have expired or been terminated;

(d) The Guaranty shall be in full force and effect;

(e) The Purchaser shall upon and simultaneously with the occurrence of the Closing cause the Company to adopt an amended and restated limited liability company agreement of the Company substantially in the form attached hereto as Exhibit B, or as otherwise agreed between the parties prior to the Closing;

(f) The Company shall not have any right to terminate the Subservicing Agreement for cause pursuant to the terms thereof (and any applicable notice periods therefor shall be expired);

(g) No judgment, decree or judicial order shall have been entered which prevents (and no proceeding shall be pending or threatened which, if adversely determined, would prevent) the performance of a material part of this Agreement or the consummation of a material part of any of the transactions contemplated hereby, declares unlawful the transactions contemplated by this Agreement, or causes such transactions to be rescinded; and

(h) The Purchaser shall have delivered to the Sellers a certificate executed by an executive officer of the Purchaser, dated as of the Closing Date, stating that the conditions specified in Section 3.02(a) and Section 3.02(b) have been satisfied.

Section 3.03 Frustration of Conditions. Neither the Purchaser nor the Sellers may rely on the failure of any condition set forth in Section 3.01 or Section 3.02, as applicable, to be satisfied if such failure was caused by such party's bad faith or failure to use, as required by this Agreement, the level of efforts required by this Agreement to consummate the transactions contemplated hereby as expeditiously as practicable.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Purchaser that, as of the date of this Agreement and as of the Closing Date (or, as to those representations and warranties that address matters as of particular dates, as of such dates), except as set forth in the corresponding Schedule of the Disclosure Schedules, or in any other Schedule of the Disclosure Schedules, but solely in accordance with, and subject to the limitations contained in, Section 14.07:

Section 4.01 Organization and Power. The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware, and the Company has all requisite power and authority necessary to (a) own and operate its properties, (b) carry on its businesses as now conducted and (c) perform its obligations under all Contracts by which it is bound, except where the failure to have such power and authority would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. The Company is qualified to do business in every jurisdiction in which its ownership of property or the conduct of business as now conducted requires it to qualify, except where the failure to be so qualified would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. The Company has made available to the Purchaser true and complete copies of the certificates or articles of formation or incorporation or bylaws (or similar governing documents) of the Company and each of its Subsidiaries as in effect on the date of this Agreement (including the Company Fourth A&R LLCA), and none of the Company or any of its Subsidiaries is in violation of its applicable governing documents.

Section 4.02 Subsidiaries. Schedule 4.02 sets forth a true, correct and complete list of (a) each of the Company's Subsidiaries, (b) the jurisdiction of organization of each such Subsidiary and (c) the owner(s) of its membership interests or other ownership interests, together with the amount and/or percentage of ownership interests owned by each such Person. Neither the Company nor any of its Subsidiaries owns, directly or indirectly, any stock, membership interest, partnership interest or joint venture interest or other equity ownership interest in any other Person, other than as set forth on Schedule 4.02. Other than as set forth on Schedule 4.02, the Company owns, directly or indirectly, free and clear of any Liens, all of the outstanding stock, membership interests, partnership interests or other equity securities of each of the Company's Subsidiaries, other than Permitted Liens. Each of the Company's Subsidiaries is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, (x) has all requisite corporate, partnership or limited liability company power and authority necessary to (i) own and operate its properties, (ii) carry on its businesses as conducted as of the date hereof and (iii) perform its obligations under all Contracts by which it is bound and (y) is qualified to do business in every jurisdiction in which its ownership of property or the conduct of its businesses as now conducted requires it to qualify, except in each such case where the failure to have such power and authority or to be so qualified would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

Section 4.03 Authorization; No Breach; Valid and Binding Agreement. The Company has all requisite power and authority to execute and deliver this Agreement and perform the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action, and no other proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement. Except as set forth on Schedule 4.03 and except for the applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), the execution, delivery and performance of this Agreement by the Company does not and the consummation of the transactions contemplated hereby will not (a) violate any Law applicable to the Company and its Subsidiaries, (b) violate the provisions of the Company's or its Subsidiaries' certificates or articles of formation or incorporation or bylaws (or similar organizational documents), or (c) result in any breach of, constitute a default under (with or without notice or lapse of time or both), violate, or give rise to any right of termination, cancellation, amendment or acceleration under any terms, conditions or provisions of any Contract to which the Company or its Subsidiaries is a party, except, in the case of clause (a) above, for any such violations that would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, and in the case of clause (c) above, for any such violations, termination, cancellation, amendment or acceleration that would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. This Agreement has been duly executed and delivered by the Company, and assuming that this Agreement is a valid and binding obligation of the Purchaser, this Agreement constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies. Except for the applicable requirements of the HSR Act or as set forth on Schedule 4.03, the Company is not required to submit any notice, report or other filing with any Governmental Entity or GSSMME in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby. Except as set forth on Schedule 4.03, no consent, approval or authorization of any Governmental Entity or GSSMME or any other party or Person is required to be obtained by the Company in connection with its execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

Section 4.04 Capitalization.

(a) The authorized and outstanding equity securities of the Company and each of its Subsidiaries is set forth on Schedule 4.04. All of the Securities of the Company's Subsidiaries are duly authorized, validly issued, fully paid and nonassessable and free of preemptive rights, with no personal Liability attaching to the ownership thereof. Other than the Securities, the Company does not have any equity securities or securities containing any equity features issued and outstanding, and there are no agreements, options, warrants or other rights or arrangements outstanding which provide for the sale or issuance of any of the foregoing by the Company or its Subsidiaries.

(b) None of the Securities or other equity securities of each of the Company's Subsidiaries were issued in violation of (or subject to) any preemptive rights, rights of first refusal or similar rights (other than as set forth in the Company's operating agreement as in effect as of the date of this Agreement, which provisions have been waived or are inapplicable in connection with the transactions contemplated by this Agreement). Except as set forth on Schedule 4.04, neither the Company nor any Subsidiary thereof has outstanding (i) any securities convertible into or exchangeable for any membership interests or other ownership interests in any Subsidiary of the Company, (ii) any rights to subscribe for or to purchase or any options for the purchase of, or any agreements providing for the issuance (contingent or otherwise) of, or any warrants, calls, repurchase rights, voting rights, commitments or claims of any other character relating to the issuance of, any membership interests or other ownership interests in, the Company or any of its Subsidiaries, or any shares or securities convertible into or exchangeable for any membership interests or other ownership interests in the Company or any of its Subsidiaries or (iii) any share appreciation rights, performance shares, contingent value rights, "phantom" share or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any membership interests or other ownership interests in, the Company or any of its Subsidiaries.

(c) The information to be set forth in the Distribution Allocation Schedule shall be true and correct as of the Closing, and except as set forth in the Distribution Allocation Schedule, no Person has any right to receive any portion of the Closing Payment (as the same may be adjusted).

Section 4.05 Financial Statements.

(a) Schedule 4.05(a) consists of: (i) the unaudited consolidated balance sheet of the Company as of the Latest Balance Sheet Date (the "Latest Balance Sheet") and the related unaudited consolidated statements of income, members' equity, income statement, and cash flows of the Company for the nine-month period then ended (the "Unaudited Financial Statement") and (ii) the audited consolidated balance sheet and statements of income, members' equity and cash flows of the Company for the fiscal years ended December 31, 2016, December 31, 2015 and December 31, 2014 ((i) and (ii), collectively, the "Financial Statements"). The Unaudited Financial Statement has been prepared in accordance with GAAP in a manner and with such interpretations consistent with past Company accounting practices. The Financial Statements have been (and, following their delivery in accordance with Section 7.07(a)(i), the Post-Signing Financial Statements will have been) prepared in accordance with GAAP, consistently applied, and the Financial Statements present (and, following their delivery in accordance with Section 7.07(a)(i), the Post-Signing Financial Statements will present) fairly in all material respects the financial condition and results of operations, members' equity and cash flows of the Company and its Subsidiaries (taken as whole) as of the times and for the periods referred to therein, subject in the case of the unaudited financial statements to (x) the absence of footnote disclosures and other presentation items and (y) changes resulting from year-end adjustments that are not material. The Preliminary Closing Statement has been prepared consistent with past Company accounting practices in accordance with GAAP consistently applied and the methodology set forth on Exhibit A-1, and presents fairly in all material respects the Book Value, Tangible Book Value, Transaction Expenses and Adjusted TBV as of the Latest Balance Sheet Date.

(b) Schedule 4.05(b) sets forth each Contract pursuant to which any Indebtedness with an aggregate principal amount exceeding $2,500,000 of the Company or any of its Subsidiaries is outstanding or may be incurred or pursuant to which the Company or any of its Subsidiaries guarantees (including by means of pledged property or assets) any Indebtedness with an aggregate principal amount exceeding $2,000,000 of any other Person (other than the Company or any of its Subsidiaries) (except for trade payables arising in the ordinary course of business) ("Debt Contracts").

(c) Neither the Company nor any of its Subsidiaries has, and neither the Company nor any its Subsidiaries is or may become responsible for performing or discharging, any accrued, contingent or other Liabilities or obligations of any nature, either matured or unmatured, other than Liabilities or obligations (i) identified as liabilities in the Financial Statements, (ii) incurred in the ordinary course of business since the date of the Financial Statements, (iii) incurred directly in connection with this Agreement or the transactions contemplated hereby, (iv) under the executory portion of a Contract (other than as a result of a breach or default thereof), to the extent such Liabilities or obligations are readily ascertainable (in nature, scope and amount) from the copies of such Contracts provided to the Purchaser prior to the date of this Agreement, (v) to be included in the computation of Transaction Expenses, (vi) disclosed on Schedule 4.05(c), or (vii) which would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(d) Other than as set forth on Schedule 4.05(d), the Company and its Subsidiaries maintain a system of internal accounting controls that is designed to provide reasonable assurances that transactions involving the business of the Company and its Subsidiaries are recorded as necessary to permit preparation of the financial statements of the business of the Company and its Subsidiaries that are free from material misstatement. Other than as set forth on Schedule 4.05(d), since January 1, 2016, none of the Company, the Company's independent accountant or its board of managers has received any written, or to the Company's Knowledge, oral notification of any (i) "significant deficiency" in the internal controls over financial reporting of the Company or its Subsidiaries, (ii) "material weakness" in the internal controls over financial reporting of the Company or its Subsidiaries or (iii) fraud, whether or not material, that involves management or other employees of the Company or its Subsidiaries who have a significant role in the internal controls over financial reporting of the Company or its Subsidiaries.

Section 4.06 Absence of Certain Developments.

(a) Since the Latest Balance Sheet Date, there has not been any Material Adverse Effect, and no circumstance, change, effect, event, occurrence, state of facts or development has arisen that, in combination with any other circumstance, change, effect, event, occurrence, state of facts or development, could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth on Schedule 4.06(b) or except as expressly contemplated by this Agreement, from the date of the Latest Balance Sheet to the date hereof, (i) the Company and its Subsidiaries have conducted their business in the ordinary course of business and (ii) there has not been any act or omission by the Company or any of its Subsidiaries which, if occurring during the period from the date hereof through the Closing without the consent of the Purchaser, would constitute a breach of the covenants set forth in Section 7.01.

Section 4.07 Properties.

(a) Except as set forth on Schedule 4.07(a), the Company or its Subsidiaries owns good, valid and marketable title to, or holds pursuant to valid and enforceable leases, all of the tangible personal property shown to be owned or leased by it on the Latest Balance Sheet, free and clear of all Liens, except for Permitted Liens, except where the failure to have such good, valid and marketable title would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. Such tangible personal property, (i) together with the Contracts and business relationships of Contract counterparties, in each case, of the Company and its Subsidiaries, constitutes all of the assets, rights and properties necessary for the conduct of the business of the Company and its Subsidiaries as presently conducted, (ii) if owned by the Company or any of its Subsidiaries, has been maintained in a reasonably prudent manner and is in good operating condition and repair, ordinary wear and tear excepted, and (iii) is located on Leased Real Property, except in each case as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(b) Neither the Company nor any of its Subsidiaries owns, or has ever owned, any real property (other than real estate acquired upon foreclosure in the ordinary course of business).

(c) Schedule 4.07(c) sets forth all real property used by the Company and its Subsidiaries pursuant to leases, subleases, licenses and any other types of occupancy agreements (any such lease, license or other occupancy agreement, individually, a "Lease" and, collectively, the "Leases" and such real property, the "Leased Real Property"). There are no parties other than the Company and its Subsidiaries in possession of any portion of the Leased Real Property, and no Contract grants any Person (other than the Company and its Subsidiaries) the right of use or occupancy of any portion of the Leased Real Property. Except as set forth on Schedule 4.07(c), the Leases are in full force and effect, and the Company or its Subsidiaries holds a valid and existing leasehold interest under each of the Leases, free and clear of all Liens other than Permitted Liens. The Company has delivered or made available to the Purchaser complete and accurate copies of each of the leases described on Schedule 4.07(c). Except as set forth on Schedule 4.07(c), no third party currently occupies or uses the Leased Real Property pursuant to any sublease, license or occupancy agreement. No other real property other than the Leased Real Property is used in the operation of the business of the Company and its Subsidiaries as currently conducted.

(d) The Leased Real Property is, in all material respects, in good condition and repair and adequate to operate such facilities as currently used, and there are no facts or conditions affecting any of the Leased Real Property which would interfere in any significant respect with the current use, occupancy or operation thereof which interference would reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

Section 4.08 Tax Matters. Except as set forth on Schedule 4.08:

(a) The Company and its Subsidiaries have timely filed (taking into account valid extensions) all material Tax Returns that they were required to file and all such Tax Returns are accurate, complete and correct in all material respects.

(b) The Company and its Subsidiaries have timely paid all material Taxes that have become due and payable (whether or not shown on any Tax Returns) and have withheld and paid over to the appropriate Governmental Entity or other taxing authority all material Taxes that they were required to withhold from amounts paid or owing to any employee, creditor, member or other third party.

(c) The Company and each of its Subsidiaries have established adequate reserves in accordance with GAAP for unpaid Taxes on the Financial Statements. Since the date of the Latest Balance Sheet, neither the Company nor any Subsidiary has (i) made, changed or rescinded any Tax election, method of Tax accounting, or Tax policies or procedures, (ii) settled or compromised any Tax liability, (iii) amended any Tax Return, or (iv) surrendered any right to claim a Tax refund.

(d) Neither the Company nor its Subsidiaries has waived or extended, or agreed to any waiver or extension of, any statute of limitations beyond the date hereof with respect to any Taxes.

(e) No audits or administrative or judicial proceedings are currently being conducted or, to the Company's Knowledge, have been threatened with respect to any Taxes of the Company or its Subsidiaries. No deficiency or assessment with respect to Taxes has been asserted or assessed or, to the Knowledge of the Company, has been threatened against the Company or any of its Subsidiaries which has not been fully paid. No claim has been made in writing by any Governmental Entity that the Company or any of its Subsidiaries is or may be subject to taxation in a jurisdiction in which it does not file Tax Returns.

(f) None of the assets of the Company or its Subsidiaries are subject to Liens for Taxes, other than Permitted Liens.

(g) Neither the Company nor its Subsidiaries (i) is or has been a party to any "reportable transaction" as defined in Treasury Regulation §1.6011-4 or similar provisions of state or local law or (ii) has been required to make a disclosure to any Governmental Entity in order to avoid Taxes, interest or penalties.

(h) Neither the Company nor any of its Subsidiaries is a party to or bound by any Tax allocation, indemnity sharing or similar agreement, other than customary provisions in a commercial agreement entered into in the ordinary course of business, the primary of purpose of which did not relate to Taxes.

(i) Neither the Company nor any of its Subsidiaries has been a member of an affiliated group of corporations filing a consolidated federal income Tax Return or any other affiliated, combined, consolidated or unitary Tax group. Neither the Company nor any of its Subsidiaries have any Liability for the Taxes of any Person under Treasury Regulations § 1.1502-6 (or similar provision under state, local or non-U.S. law), as a transferee or successor, by contract or otherwise.

(j) Neither the Company nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (iii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Tax Law) executed on or prior to the Closing Date; (iv) intercompany transactions or excess loss accounts described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Tax Law); (v) installment sale or open transaction disposition made on or prior to the Closing Date; (vi) prepaid amount received on or prior to the Closing Date; or (vii) election under Section 108(i) of the Code.

(k) Neither the Company nor any of its Subsidiaries has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business outside of the United States (or is otherwise required to file and pay Taxes in any jurisdiction outside of the United States).

(l) Neither the Company nor any of its Subsidiaries has (i) executed or entered into a closing agreement pursuant to Section 7121 of the Code (or any similar provision of state, local or non-U.S. Law); (ii) received, filed, or has pending, any ruling requests with any taxing authority relating to Taxes, including any request to change any accounting method, which is still in effect; or (iii) granted to any Person any power of attorney that is in force with respect to any Tax matter.

(m) The Company is, and at all times since its formation has been, classified as a partnership or a disregarded entity for U.S. federal income tax purposes. Each Subsidiary of the Company is, and at all times since the later of its acquisition or its formation has been, classified as a partnership or disregarded entity for U.S. federal income tax purposes. Neither the Company nor any of its Subsidiaries has made an election to apply the provisions of the Bipartisan Budget Act of 2015.

(n) Other than the Securities to be purchased by the Purchaser under Section 1.01, there are no shares, units, debt instruments, financial instruments or other interests that are or reasonably could be expected to be treated as equity interests in the Company for U.S. federal income tax purposes.

(o) Neither the Company nor any of its Subsidiaries has sold or otherwise transferred or assigned to any other Person an interest in any MSR that the Company or such Subsidiary owns (including any "excess servicing," "excess spread," "excess MSR,"

participation interest or other similar interest) if such interest constitutes ownership of such MSR or a portion thereof for U.S. federal income tax purposes, except where all or substantially all of the economic rights with respect to such MSR (other than any economic rights that are equivalent to a subservicing contract involving Blackrock, Inc. or any funds directly or indirectly managed by, affiliated with, or sponsored by or on behalf of Blackrock, Inc. or by or on behalf of any such funds) have been sold or assigned to one or more other Persons.

(p) Neither the Company nor any of its Subsidiaries directly or indirectly (i) manages a lodging facility or a health care facility or (ii) provides to any other person (under a franchise, license, or otherwise) rights to any brand name under which any lodging facility or health care facility is operated, in each case within the meaning of Section 856(l)(3) of the Code.

Section 4.09 Contracts.

(a) Except as set forth on Schedule 4.09 (each Contract listed or required to be listed on Schedule 4.09, a "Material Contract") and except for agreements entered into by the Company or its Subsidiaries after the date hereof in accordance with Section 7.01 (each such agreement which would be required to be listed on Schedule 4.09 if in effect on the date hereof, also a "Material Contract"), neither the Company nor its Subsidiaries is party to or bound by any:

(i) Collective Bargaining Agreement;

(ii) Contract for the employment of any officer, individual employee or other person on a full-time or consulting basis providing for base salary compensation in excess of $250,000 per annum or Contract for severance (excluding those required by Law) providing for an aggregate payment in excess of $250,000;

(iii) any Debt Contract;

(iv) lease or agreement under which it is lessee of, or holds or operates any property (real or personal) owned by any other party, for which the annual rental exceeds $250,000;

(v) lease or agreement under which it is lessor of or permits any third party to hold or operate any property, real or personal, for which the annual rental exceeds $250,000;

(vi) Contract or group of related Contracts with the same party (or group of related or affiliated parties) for the purchase of products or services which provided for payments by or to the Company or its Subsidiaries in excess of $250,000 during the twelve (12) month period prior to the date hereof;

(vii) Contract relating to any equity or asset acquisition by the Company or any Subsidiary of the Company (other than acquisitions involving aggregate payments of less than $750,000) or any disposition of any equity securities or assets of the Company or any of its Subsidiaries (other than dispositions involving aggregate payments of less than $750,000), in each case, within the last three (3) years;

(viii) Contract (except as set forth in the Mortgage Loan and/or MSR purchase and sale agreements that the Company or any of its Subsidiaries entered into in the ordinary course of business or in the subservicing agreements of the Company or any of its Subsidiaries entered into in the ordinary course of business, in each case solely as to clause (A) below) that imposes on the Company or any of its Subsidiaries or any of their respective Affiliates (including the Purchaser and its Affiliates following the Closing) (A) any restriction on soliciting customers or employees or any non-competition restrictions, (B) any restriction on entering into any line of business, or from freely providing services or supplying products to any customer or potential customer, or in any part of the world, (C) a "most favored nation" pricing provision or exclusive marketing or distribution rights relating to any products or territory or minimum purchase obligations or exclusive purchase obligations services, (D) any right of first refusal or right of first offer or similar right or limitations on the ability of the Company or any of its Subsidiaries to own, operate, sell, transfer, pledge or otherwise dispose of any material amount of its assets or business or (E) any restriction on the payment of dividends or distributions or the incurrence of material Liens on the property or assets of the Company or its Subsidiaries;

(ix) Contract with (A) any Governmental Entity or (B) any Person, which to the Company's Knowledge, was entered into by such Person in connection with a Contract between such Person and a Governmental Entity;

(x) Contract with any Affiliate of the Company or any current or former officer, director, equityholder or employee of the Company or any of its Subsidiaries or, to its Knowledge, with an Affiliate of such Person (other than (A) offer letters for employment on an at-will basis, (B) customary confidentiality, assignment of inventions and/or employee noncompetition or other similar arrangements and (C) employee benefits generally made available to employees of the Company and its Subsidiaries);

(xi) Contract concerning the establishment or operation of a partnership, joint venture or similar enterprise, pursuant to which the Company or its Subsidiaries have transferred value in excess of $750,000 in the aggregate to such partnership, joint venture or similar enterprise; and

(xii) Contract pursuant to which the Company or any of its Subsidiaries is granted or obtains, or agrees to grant or provide, any right to use or register any material Intellectual Property (excluding (A) Contracts with respect to off-the-shelf software and shrink-wrap or click-wrap licenses and nonexclusive licenses granted in the ordinary course of business and involving aggregate payments of less than $250,000 within the last year and (B) Contracts entered into by the Company or any of its Subsidiaries in the ordinary course of business for the sale of Mortgage Loans or MSRs).

(b) True and correct copies of all Material Contracts (including those referred to on Schedule 4.09) (and in the case of any oral Material Contracts, summaries of the material provisions thereof), and all amendments and supplements thereto, and waivers thereunder, have been made available to the Purchaser.

(c) Neither the Company nor its Subsidiaries is in default in any material respect under any Material Contract, and each Material Contract is legal, valid, binding and enforceable and in full force and effect with respect to the Company and its Subsidiaries, and, to the Knowledge of the Company, with respect to any other party to such Material Contract, in each case, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies. Except for violations, breaches or defaults which have been cured and for which neither the Company nor any of its Subsidiaries has material liability (either individually or in the aggregate) and except for ordinary course indemnity and repurchase claims, neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any other party to any Material Contract, has breached or defaulted under, or has improperly terminated, revoked or accelerated, any Material Contract in any material respect, and there exists no condition or event which, after notice, lapse of time or both, would constitute any such breach, default, termination, revocation or acceleration.

Section 4.10 Intellectual Property.

(a) Schedule 4.10 contains a correct and complete list of all (i) issued Patents and Patent applications; (ii) Trademark registrations and applications and material unregistered Trademarks; (iii) Copyright registrations and applications; and (iv) material Software, in each case which are owned by the Company or any of its Subsidiaries. The Company or such Subsidiary is the sole and exclusive owner of each such item of Intellectual Property set forth on Schedule 4.10, and each item of such Intellectual Property is subsisting, and, to the Company's Knowledge, valid and enforceable.

(b) Since January 1, 2016, neither the Company nor its Subsidiaries has received any written notices of infringement, violation or misappropriation from any third party with respect to any intellectual property owned by such third party. The Company's businesses as currently conducted, and as conducted since January 1, 2016, do not infringe, violate or misappropriate, and have not infringed, violated or misappropriated, the intellectual property of any other Person (except for inadvertent infringements or violations which are not material to the Company or its Subsidiaries). To the Company's Knowledge, no Person is infringing upon, violating or misappropriating any Intellectual Property owned by the Company or any of its Subsidiaries.

(c) No present or former Affiliate (other than a Subsidiary of the Company), employee or officer of the Company or any of its Subsidiaries owns or possesses any right in any Intellectual Property owned by the Company or any of its Subsidiaries.

(d) With respect to the Company's and its Subsidiaries' use of Software in the business, (i) no capital expenditures are necessary with respect to such use other than capital expenditures in the ordinary course of business that are consistent with the past practice of the Company and its Subsidiaries, and (ii) neither the Company nor its Subsidiaries has experienced any material defects in such Software, including any material error or omission in the processing of any transactions other than defects which have been corrected. Except as set forth on Schedule 4.10(d), during the past three (3) years, (i) to the Company's Knowledge, there have been no material security breaches in the information technology systems of the Company or its Subsidiaries, and (ii) there have been no disruptions in any information technology systems that adversely affected the business or operations of the Company or its Subsidiaries in any material respect. The Company and its Subsidiaries have evaluated their disaster recovery and backup needs and have implemented plans and systems that reasonably address their assessment of risk.

(e) To the Company's Knowledge, the Company and each of its Subsidiaries have at all times complied in all material respects with all applicable Laws, as well as its own rules, policies, and procedures, relating to privacy, data protection, and the collection, retention, protection, and use of personal information collected, used, or held for use by the Company. Since January 1, 2016, no written claims have been asserted or, to the Company's Knowledge, threatened against the Company or any of its Subsidiaries alleging a violation of any Person's privacy or personal information or data rights, and to the Knowledge of the Company, there does not exist any colorable basis therefor. The consummation of the transactions contemplated hereby will not breach or otherwise cause any violation of any Law or rule, policy, or procedure relating to privacy, data protection, or the collection, retention, protection, and use of personal information collected, used, or held for use by or on behalf of the Company or its Subsidiaries in the conduct of the business. The Company takes reasonable measures to ensure that such information is protected against unauthorized access, use, modification, disclosure, or other misuse, including through administrative, technical, and physical safeguards.

Section 4.11 Litigation. Except as set forth on Schedule 4.11, (a) there are no, and since January 1, 2016 there have not been any, Legal Proceedings pending or, to the Company's Knowledge, threatened by or against the Company or its Subsidiaries, at law or in equity, or before or by any Governmental Entity or GSSMME, other than any Legal Proceedings (i) where no equitable relief is sought (other than Legal Proceedings in respect of foreclosures to which the Company is a party in the ordinary course of business of the Company) or (ii) where damages payable by or to the Company or its Subsidiaries are reasonably expected to be less than $500,000, and (b) to the Company's Knowledge, no event has occurred or circumstance exists that could reasonably be expected to give rise to or serve as a basis for the commencement of any such Legal Proceeding. Neither the Company nor its Subsidiaries is subject to any outstanding judgment, order or decree of any court or other Governmental Entity or GSSMME, or any settlement with a third party, that is or would reasonably be expected to be material to the Company and its Subsidiaries taken as a whole.

Section 4.12 Employee Benefit Plans.

(a) Schedule 4.12(a) sets forth a true and complete list of each Plan. Copies of the following materials have been made available to the Purchaser (in each case if applicable) with respect to each Plan: (i) the plan document (or a written description of the material terms if such Plan is not written), (ii) the current Internal Revenue Service determination or opinion letter, (iii) the current summary plan description and any summary of material modifications, (iv) the three most recent annual reports (Form 5500 Series) and all schedules thereto, (v) each current trust agreement and insurance contract relating to the funding or payment of benefits and (vi) the three most recently prepared actuarial reports and financial statements.

(b) Each Plan has been established, maintained and administered in compliance in all material respects with the terms thereof and all applicable Laws. Each Plan that is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), has received a favorable determination or prototype opinion letter from the Internal Revenue Service and, to the Knowledge of the Company, no circumstance exists that would reasonably be expected to adversely affect the qualified status of any such Plan.

(c) Neither the Company nor any of its Subsidiaries sponsors or maintains, has an obligation to contribute to or has any Liability with respect to, any (i) "defined benefit plan" (as defined in Section 3(35) of ERISA), (ii) pension plan subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code, (iii) "multiemployer plan" (as defined in Section 3(37) or 4001(a)(3) of ERISA), (iv) "multiple employer plan" (within the meaning of Section 413 of the Code) or (v) "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA). No Plan provides for post-employment health insurance benefits except as required by Section 4980B of the Code or other applicable Law.

(d) Each Plan that is a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code and any award thereunder has at all applicable times been documented and operated in compliance with Section 409A of the Code. Neither the Company nor any of its Subsidiaries has any obligation to compensate any Person for excise Taxes payable pursuant to Section 4999 of the Code or for Taxes payable pursuant to Section 409A of the Code.

(e) No claims are pending or, to the Knowledge of the Company, threatened with respect to any Plan (other than routine claims for benefits), and no circumstances exist that would reasonably be expected to give rise to any such claims. No administrative investigation, audit or other administrative proceeding by any Governmental Entity or GSSMME with respect to any Plan is pending, in progress or, to the Knowledge of the Company, threatened. None of the Sellers, the Company or any Subsidiaries of the Company have engaged in any transaction which would reasonably be expected to result in material Liability to the Company or any of its Subsidiaries under Section 4975 of the Code.

(f) Except as set forth on Schedule 4.12(f), the consummation of the transactions contemplated by this Agreement (either alone or together with any other event) will not (i) accelerate the time of payment or vesting or increase the amount of compensation or benefits due under any Plan, (ii) entitle any current or former employee, officer, director or consultant of the Company or any of its Subsidiaries to any payment or benefit under any Plan or (iii) require the funding of payments or benefits under any Plan. The consummation of the transactions contemplated by this Agreement (either alone or together with any other event) will not result in any payment or benefit under any Plan that could be characterized as an "excess parachute payment" (as such term is defined in Section 280G(b)(1) of the Code).

Section 4.13 Insurance. Schedule 4.13(a) sets forth a correct and complete list of each insurance policy maintained by or for the benefit of the Company and its Subsidiaries, and true and correct copies of such policies have been made available to the Purchaser, including all written endorsements, amendments, supplements, waivers of rights and other modifications. All such policies are in full force and effect (or if such policies are canceled or lapse prior to Closing, renewals or replacements thereof will be entered into in the ordinary course of business to the extent available on commercially reasonable terms). Policies providing substantially similar insurance coverage have been in effect continuously since January 1, 2014. Such policies are sufficient for material compliance with applicable Law and with all Contracts to which the Company or any of its Subsidiaries is a party. Except as set forth on Schedule 4.13(a), the Company and its Subsidiaries are current in all premiums or other payments due under the insurance policies listed on Schedule 4.13(a) and have otherwise complied in all material respects with all of their obligations under each such policy, and no further premiums or payments will be due after the Closing with respect to the period prior to the Closing. Since January 1, 2016, neither the Company nor its Subsidiaries has received written notice of cancellation, termination, or denial of coverage with respect to any such insurance policy, each such insurance policy is in full force and effect and all premiums due thereunder have been paid in full. To the Knowledge of the Company, no event has occurred which, with notice or the lapse of time, would constitute a breach or default, or permit termination of a policy. Except as set forth on Schedule 4.13(b), there is no pending workers' compensation or other claim under or based upon any insurance policy of any of the Company or its Subsidiaries. With respect to each Legal Proceeding that has been filed against the Company since January 1, 2016, the Company has provided written notice of such Legal Proceeding to the appropriate insurance carrier(s), if any, and no such carrier has issued a denial of coverage or a reservation of rights with respect to any such Legal Proceeding, or informed the Company in writing of its intent to do so. No insurance policies are maintained for the benefit of the Company or its Subsidiaries by any equityholder of the Company.

Section 4.14 Compliance with Laws.

(a) Except as otherwise set forth on Schedule 4.14(a), the Company and its Subsidiaries are, and since January 1, 2016 have been, and each has conducted its business and operations, in compliance with all applicable Laws, including the applicable provisions of the Safe and Fair Enforcement for Mortgage Licensing Act of 2008, the Gramm-Leach-Bliley Act, the Sarbanes-Oxley Act, the Equal Credit Opportunity Act and Regulation B, the Home Ownership and Equity Protection Act, the Fair Housing Act, the Fair Credit Reporting Act, the Truth in Lending Act and Regulation Z, the Home Mortgage Disclosure Act and Regulation C, the Fair Debt Collection Practices Act, the Real Estate Settlement Procedures Act and Regulation X, the Dodd-Frank Wall Street Reform and Consumer Protection Act and any regulations promulgated by the Consumer Financial Protection Bureau, Electronic Signatures in Global and National Commerce

Act, the Homeowners Protection Act, the Revised Tennessee Captive Insurance Act and all other applicable Laws relating to the origination, financing and servicing of Mortgage Loans and debt collection (except, in each case, in which the failure to comply would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole). All approvals, filings, permits, licenses and registrations of Governmental Entities or GSSMMEs (collectively, "Permits") required to conduct the business of the Company as presently conducted are in the possession of the Company or one of its Subsidiaries (as applicable), are in full force and effect and are being complied with, except for such Permits the failure of which to possess, to be in full force and effect or with which to be in compliance would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. With respect to such Permits (i) each Permit is valid and in full force and effect, (ii) the Company and its Subsidiaries are in material compliance with all such Permits, (iii) neither the Company nor any of its Subsidiaries has been since January 1, 2016 or is currently in default or violation of any of the Permits, in any material respect, and (iv) neither the Company nor any of its Subsidiaries has received any written notice of any cancellation or suspension of any such Permits. Since January 1, 2016, except as otherwise set forth on Schedule 4.14(a), neither the Company nor any of its Subsidiaries (i) has received any written notice from any Governmental Entity or GSSMME or private party alleging noncompliance with any applicable Law (other than routine allegations of noncompliance following customary examinations, the resolution of which was not (or will not be) material to the Company and its Subsidiaries taken as a whole); (ii) has incurred any material Liability for failure to comply in any material respect with any applicable Law; (iii) has conducted any internal investigation regarding a potential or actual violation in any material respect of any Law by any director, officer, employee or agent of the Company or any of its Subsidiaries; or (iv) has made any mandatory or voluntary disclosure to any Governmental Entity or GSSMME, with respect to any actual, potential or alleged violation in any material respect of any Law by any manager, member or other equity holder, officer, employee or agent or concerning actual or alleged fraud. Since January 1, 2016, the Company (i) has not received any written notice (or, to the Company's Knowledge, any other communication) of any cancellation or suspension of, or material limitation on, its status as an approved issuer, seller/servicer or lender, as applicable, by any Governmental Entity or GSSMME, and (ii) has not received any written notice indicating that any event has occurred or any circumstance exists that could reasonably be expected to result in the Company or any of its Subsidiaries not maintaining its servicing rights in respect of any servicing agreement with a Governmental Entity or GSSMME or other third party. Except as otherwise set forth on Schedule 4.14(a), to the Company's Knowledge, there is no investigation, proceeding or disciplinary action currently pending or threatened against the Company or its Subsidiaries by a Governmental Entity or GSSMME, except, in each case, for any such investigation, proceeding or disciplinary action that, if adversely determined, would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. Since January 1, 2016, the Company has filed all material reports, notifications and other filings required to be filed with any Governmental Entity or GSSMME pursuant to applicable Law, and has paid all fees and assessments due and payable in connection therewith.

(b) The Company is not an "investment company" as defined in Section 3(a) of the Investment Company Act of 1940, as amended.

(c) Since January 1, 2016, neither the Company nor its Subsidiaries nor any officer, director, or, to the Company's Knowledge, employee of the Company or its Subsidiaries or any of their respective agents or representatives is or has otherwise been in violation of any applicable anti-bribery, anti-corruption or similar Laws, including the U.S. Foreign Corrupt Practices Act of 1977 (15 U.S. Code Section 78dd-1, et seq.) and the UK Bribery Act 2010, except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(d) To the extent required by applicable Law, the Company and each of its Subsidiaries have adopted, maintained and complied with adequate "know-your-customer" and anti-money laundering programs and reporting procedures, and have complied in all material respects with the terms of such programs and procedures for detecting and identifying money laundering.

(e) Neither the Company nor its Subsidiaries nor any of the Company's or its Subsidiaries' respective officers nor any of their respective directors or employees or, to the Company's Knowledge, agents is a Sanctioned Person. The Company and its Subsidiaries and their respective officers and their respective directors, employees and, to the Company Knowledge, agents are in compliance with, and have not previously within the past five (5) years violated in any material respect, any Sanctions. There are no pending or, to the Company's Knowledge, threatened claims against the Company or its Subsidiaries with respect to Sanctions. The Company and its Subsidiaries have in place controls and systems to reasonably designed to ensure compliance with applicable laws pertaining to Sanctions in each of the jurisdictions in which the Company and its Subsidiaries do business.

Section 4.15 Broker-Dealer Matters.

(a) Each Broker-Dealer Entity is duly registered under the Exchange Act as a broker-dealer with the SEC, and is in compliance in all material aspects with the applicable provisions of the Exchange Act applicable to broker-dealers. To the extent required, each Broker-Dealer Entity is a member organization in good standing with FINRA and any other self-regulatory organization where the conduct of its business requires such membership and in compliance in all material respects with all applicable rules and regulations of FINRA and any other self-regulatory organization of which it is a member. Each Broker-Dealer Entity is duly registered, licensed or qualified as a broker-dealer under, and in compliance in all material respects with, the Laws of all jurisdictions in which it is required to be so registered, licensed or qualified and each such registration, license or qualification is in full force and effect. There is no action or proceeding pending or, to the Company's Knowledge, threatened that would reasonably be expected to lead to the revocation, amendment, failure to renew, limitation, suspension or restriction of any such registrations, licenses and qualifications.

(b) None of the Company or any of its Subsidiaries, or any of their respective "associated persons," including any of their directors, officers or employees required to be registered or licensed as a registered representative, (i) is or has been ineligible to serve as a broker-dealer or an "associated person" of a broker-dealer under Section 15(b) of the Exchange Act, (ii) is subject to a "statutory disqualification" (as such terms are defined in the Exchange Act), (iii) is subject to a disqualification that would be a basis for censure, material limitations on the activities, functions or operations of, or suspension or revocation of the registration of any of the Company or its

Subsidiaries as a broker-dealer, municipal securities dealer, government securities broker or government securities dealer under Section 15, Section 15B or Section 15C of the Exchange Act, and (iv) to the Company's Knowledge, there is no investigation pending or threatened against the Company or any of its Subsidiaries or any of their "associated persons," whether formal or informal, that is reasonably likely to result in any such person being deemed ineligible as described in clause (i), subject to a statutory disqualification as described in clause (ii) or subject to a disqualification as described in clause (iii).

(c) Except as set forth on Schedule 4.15(c), (i) each Broker-Dealer Entity is in compliance in all material respects with all applicable regulatory net capital requirements and no distribution of cash is required to be made by any such Broker-Dealer Entity that will result in it not being in compliance in all material respects with applicable regulatory net capital requirements, and (ii) each Broker-Dealer Entity is in compliance in all material respects with all applicable regulatory requirements regarding the possession, control and safekeeping of customer funds, securities and other assets.

(d) The Company has made available to the Purchaser prior to the date hereof a true, correct and complete copy of each Broker-Dealer Entity's Uniform Applications for Broker-Dealer Registration on Form BD filed since January 1, 2016, reflecting all amendments thereto filed with the Central Registration Depository of FINRA prior to the date of this Agreement (a "Form BD") and a true, correct and complete copy of each other registration, periodic regulatory report and all correspondence responding to results of any formal examination filed by each Broker-Dealer Entity with the SEC, FINRA and any state securities authority since January 1, 2016. Each Form BD and each Broker-Dealer Entity's other registrations, periodic regulatory reports and results of any formal examination filed with the SEC, FINRA and any state securities authority since January 1, 2016 complied in all material respects at the time of filing with the applicable requirements of the Exchange Act and applicable Law.

(e) Neither the Company nor any of its Subsidiaries is required to be registered as a commodity trading advisor, commodity pool operator, futures commission merchant or introducing broker under any applicable Laws.

(f) The Company has provided the Purchaser with true, correct and complete copies as in effect as of the date hereof of (i) material policies of the Company and its Subsidiaries reasonably designed to avoid corruption, bribery, money laundering or unlawful political contributions, payments or gifts to government officials, (ii) material personal securities trading policies of the Company and its Subsidiaries, and (iii) material codes of conduct and ethics of the Company and its Subsidiaries.

(g) The conduct of the business of the Company and its Subsidiaries, as presently conducted and as conducted at all times since January 1, 2016, does not require any of the Company or its Subsidiaries or any of their respective officers or employees to be registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), or as an investment adviser or investment adviser representative or agent under the Laws of any Governmental Entity and is otherwise in material compliance with the Advisers Act.

Section 4.16 Environmental Matters. Except as set forth on Schedule 4.16:

(a) The Company and its Subsidiaries are and, except for matters which have been fully resolved, have since January 1, 2016 been in compliance in all material respects with all applicable Environmental Laws.

(b) The Company and its Subsidiaries possess all Permits required under Environmental Laws for their operations as currently conducted and are in compliance with all terms and conditions of such Permits, except where the failure to possess or be in compliance would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(c) There are no material Legal Proceedings pending or, to the Company's Knowledge, threatened against the Company or any of its Subsidiaries pursuant to Environmental Laws. To the Company's Knowledge, there are no facts, conditions or circumstances that would be reasonably likely to result in a Legal Proceeding being brought against the Company or any of its Subsidiaries pursuant to Environmental Laws except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(d) Neither the Company nor its Subsidiaries is subject to any material outstanding judgment, order or decree of any court or other Governmental Entity pursuant to Environmental Laws.

(e) Neither the execution of this Agreement nor the consummation of the transactions contemplated by this Agreement will require the Purchaser or the Company or any of their respective Affiliates to make any filings pursuant to or to comply with the Connecticut Transfer Act, Conn. Gen. Stat. §§ 22a-134 – 22a-134e, or the New Jersey Industrial Site Recovery Act N.J.S.A. §§ 13:1K-6, et seq.

(f) The Company has delivered or otherwise made available for inspection to the Purchaser true and complete copies of any reports, data, investigations, audits, assessments (including Phase I environmental site assessments and Phase II environmental site assessments) or correspondence in the possession of or reasonably available to the Company or any of its Subsidiaries pertaining to: (i) any unresolved claims under any Environmental Law; or (ii) any Hazardous Materials in, on, beneath or adjacent to any property currently or formerly owned, operated or leased by the Company or any of its Subsidiaries.

Section 4.17 Affiliate Transactions. Other than as set forth on Schedule 4.17 or pursuant to an employment agreement with an employee of the Company or its Subsidiaries or any salary or other compensation or benefit under any Plan paid or payable in the ordinary course of business, no officer, director or Affiliate of the Company or its Subsidiaries (a) is a party to any agreement, contract, commitment or transaction with the Company or its Subsidiaries pursuant to which services or assets are to be provided or (b) has any interest in any asset,

property or right, tangible or intangible, used by the Company or any of its Subsidiaries (excluding, for the avoidance of doubt, equity interests in the Company or any of its Subsidiaries).

Section 4.18 Labor Matters.

(a) (i) The Company and its Subsidiaries are neither party to, nor bound by, any labor agreement, collective bargaining agreement or any other labor-related agreements or arrangements (collectively, "Collective Bargaining Agreements") with any labor union, labor organization or works council (collectively, "Labor Union"); (ii) there are no Collective Bargaining Agreements that pertain to any of the employees of the Company or its Subsidiaries; and (iii) no employees of the Company or its Subsidiaries are represented by any labor union, labor organization or works council with respect to their employment with the Company or its Subsidiaries.

(b) No Labor Union has made a pending demand for recognition or certification, and, to the Company's Knowledge, there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority. To the Knowledge of the Company, there have been no Labor Union organizing activities with respect to any employees of the Company or its Subsidiaries during the three (3) years preceding the date of this Agreement.

(c) There has been no actual or, to the Knowledge of the Company, threatened unfair labor practice charges, material grievances, material arbitrations, strikes, lockouts, work stoppages, slowdowns, picketing, hand billing or other labor disputes against or affecting the Company or its Subsidiaries during the three (3) years preceding the date of this Agreement.

(d) The Company and its Subsidiaries are not and have not been: (i) a "contractor" or "subcontractor" (as defined by Executive Order 11246), (ii) required to comply with Executive Order 11246 or (iii) required to maintain an affirmative action plan.

(e) Except as set forth on Schedule 4.18(e), to the Knowledge of the Company, no current or former employee, independent contractor or consultant of the Company or its Subsidiaries has materially breached any nondisclosure obligation to, non-competition agreement with or other restrictive covenant with (i) the Company or its Subsidiaries or (ii) a former employer of any such individual relating to (A) the right of any such individual to be employed or engaged by any of the Company or its Subsidiaries or (B) the use or disclosure of confidential information in connection with such individual's employment with or engagement by any of the Company or its Subsidiaries.

(f) Except as could not reasonably be expected to result in material Liability to the Company, the Company and its Subsidiaries are not delinquent in payments to any employees or former employees for any services or amounts required to be reimbursed or otherwise paid.

(g) Except as otherwise set forth on Schedule 4.18(g), the Company and its Subsidiaries have not received (i) written notice of any charge or complaint with respect to or relating to them pending before the Equal Employment Opportunity Commission or any other Governmental Entity or GSSMME responsible for the prevention of unlawful employment practices, (ii) written notice of the intent of any Governmental Entity or GSSMME responsible for the enforcement of labor, employment, wages and hours of work, child labor, immigration, or occupational safety and health laws to conduct an investigation with respect to or relating to them or written notice that such investigation is in progress, or (iii) written notice of any complaint, lawsuit or other proceeding pending or threatened in any forum by or on behalf of any present or former employee of such entities, any applicant for employment or classes of the foregoing alleging breach of any express or implied contract of employment, any applicable Law governing employment or the termination thereof or other discriminatory, wrongful or tortious conduct in connection with the employment relationship.

(h) Neither the Company nor its Subsidiaries have engaged in any action that would require the Company or its Subsidiaries to provide notice as of the date hereof under the Workers' Adjustment and Retraining Notification Act and any similar state or local law relating to plant closings and layoffs.

(i) To the Knowledge of the Company, no current employee of the Company or its Subsidiaries, who is above the level of senior vice president or managing director, intends to terminate his or her employment.

Section 4.19 Bank Accounts; Letters of Credit and Powers of Attorney. Schedule 4.19 contains an accurate and complete list, for the Company and each of its Subsidiaries, of (a) all non-escrow operational bank accounts, brokerage accounts, securities accounts, lock boxes and safe deposit boxes relating to the business and operations of such entity (including the name of the bank or other institution where such account or box is located and the name of each principal authorized signatory thereto), (b) all outstanding letters of credit issued by financial institutions for the account of such entity (setting forth, in each case, the financial institution issuing such letter of credit, the terms (including the expiration date) of such letter of credit and the party or parties in whose favor such letter of credit was issued) and (c) the name and address of each Person who has a power of attorney (revocable or irrevocable) to act on behalf of such entity.

Section 4.20 Brokerage. Except for fees and expenses of the Persons listed on Schedule 4.20 (true and complete copies of whose engagement letters have been delivered to the Purchaser prior to the execution of this Agreement), there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Company for which the Company would be liable following the Closing.

Section 4.21 Other Representations. Each of the representations set forth on Schedule 4.21 is hereby incorporated by reference into this Section 4.21.

Section 4.22 Acknowledgement of the Company. THE REPRESENTATIONS AND WARRANTIES BY THE PURCHASER EXPRESSLY CONTAINED HEREIN, IN THE CERTIFICATE DELIVERED BY THE PURCHASER AT CLOSING PURSUANT HERETO AND IN THE ANCILLARY AGREEMENTS CONSTITUTE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES OF THE PURCHASER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND THE COMPANY UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE EXPRESSED OR IMPLIED ARE SPECIFICALLY DISCLAIMED BY THE PURCHASER.

Section 4.23 No Other Representations. The Purchaser acknowledges and agrees that, except for the representations and warranties contained in this Article IV, the Company makes no other express or implied representation or warranty.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each Seller represents and warrants, severally (and not jointly) and solely as to such Seller, to the Purchaser that, as of the date of this Agreement and as of the Closing Date, except as set forth in the Disclosure Schedules referenced in this Article V:

Section 5.01 Organization and Power. Such Seller, if a business entity and not an individual, is duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization, with full power and authority to enter into this Agreement and perform its obligations hereunder.

Section 5.02 Authorization. Such Seller has all requisite power and authority to execute and deliver this Agreement and perform the transactions contemplated hereby. The execution, delivery and performance of this Agreement by such Seller and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action, and no other proceedings on such Seller's part are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement has been duly executed and delivered by such Seller, and assuming that this Agreement is a valid and binding obligation of the Purchaser, this Agreement constitutes a valid and binding obligation of such Seller, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

Section 5.03 Title to Securities. Such Seller is the sole lawful record and beneficial owner of and has good and valid title to the Securities set forth opposite such Seller's name on Schedule 5.03 (the "Securities"), and will convey the Securities to the Purchaser, free and clear of all Liens (other than Liens created or imposed by the Purchaser or any applicable securities Laws), upon the books of the Company.

Section 5.04 No Violation. Except where the failure of any of the following to be true would not (i) have a material adverse effect on the ability of such Seller to consummate the transactions contemplated by this Agreement or (ii) reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, such Seller is not subject to or obligated under its governing documents, any applicable Law, or any material agreement or instrument, or any license, franchise or permit, or subject to any order, writ, injunction or decree, which would be breached or violated by such Seller's execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

Section 5.05 Governmental Consents. Except as set forth on Schedule 5.05 and except for the applicable requirements of the HSR Act, such Seller and its Subsidiaries are not required to submit any notice, report or other filing with any Governmental Entity or GSSMME in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby. No consent, approval or authorization of any Governmental Entity or GSSMME or any other party or Person is required to be obtained by such Seller in connection with its execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

Section 5.06 Litigation. There are no Legal Proceedings pending or, to such Seller's Knowledge, threatened against such Seller at law or in equity, or before or by any Governmental Entity or GSSMME, which would adversely affect such Seller's performance under this Agreement or the consummation of the transactions contemplated hereby in any material respect. Such Seller is not subject to any outstanding judgment, order or decree of any court or other Governmental Entity or GSSMME that would adversely affect such Seller's performance under this Agreement or the consummation of the transactions contemplated hereby.

Section 5.07 Affiliate Transactions. Except as set forth on Schedule 5.07, neither such Seller nor any of its Seller Parties are a party to any Contract with the Company or any of its Subsidiaries, own any asset, property or right, tangible or intangible, used by the Company or any of its Subsidiaries, have any claim or cause of action against the Company or any of its Subsidiaries, and are owed any payment or other obligation by the Company or any of its Subsidiaries, in each case, as would be material to the Company and its Subsidiaries, taken as a whole. No officer or director of such Seller or any individual in such officer's or director's immediate family, and no Affiliate of such Seller, (a) is a party to any material agreement, contract, commitment or transaction with the Company or any of its Subsidiaries pursuant to which services or assets are to be provided, (b) is owed any material payment or other obligation by the Company or any of its Subsidiaries, (c) has any material interest in any asset, property or right, tangible or intangible, used by the Company or any of its Subsidiaries or (d) has any material claim or cause of action against the Company or any of its Subsidiaries.

Section 5.08 Non-Foreign Status. Such Seller is not (or, in the case of a Seller that is a disregarded entity for U.S. federal income Tax purposes, the regarded owners of such Seller are not) a "foreign person" within the meaning of Sections 897 and 1445 of the Code.

Section 5.09 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of such Seller or any of its Seller Parties for which the Purchaser or the Company would be liable following the Closing.

Section 5.10 Acknowledgement of the Sellers. THE REPRESENTATIONS AND WARRANTIES BY THE PURCHASER EXPRESSLY CONTAINED HEREIN, IN THE CERTIFICATE DELIVERED BY THE PURCHASER AT CLOSING PURSUANT HERETO AND IN THE ANCILLARY AGREEMENTS CONSTITUTE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES OF THE PURCHASER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND THE SELLERS UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE EXPRESSED OR IMPLIED ARE SPECIFICALLY DISCLAIMED BY THE PURCHASER.

Section 5.11 No Other Representations. The Purchaser acknowledges and agrees that, except for the representations and warranties contained in this Article V, the Sellers make no other express or implied representation or warranty.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Sellers and the Company that, as of the date of this Agreement and as of the Closing Date:

Section 6.01 Organization and Power. The Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware, with full power and authority to enter into this Agreement and perform its obligations hereunder.

Section 6.02 Authorization. The Purchaser has all requisite power and authority to execute and deliver this Agreement and perform the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Purchaser and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action, and no other proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement has been duly executed and delivered by the Purchaser, and assuming that this Agreement is a valid and binding obligation of each of the Company and the Sellers, this Agreement constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies. No vote of the holders of any class or series of capital stock of the Purchaser is required to adopt this Agreement and approve the transactions contemplated hereby.

Section 6.03 No Violation. Except for the applicable requirements of the HSR Act, and except where the failure to be true would not have a material adverse effect on the ability of the Purchaser to consummate the transactions contemplated by this Agreement, the Purchaser is not subject to or obligated under its certificate or articles of incorporation or formation, its bylaws (or similar organizational documents), any applicable Law, or any material agreement or instrument, or any license, franchise or permit, or subject to any order, writ, injunction or decree, which would be breached or violated by the Purchaser's execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

Section 6.04 Governmental Consents. Except as set forth on Schedule 6.04 and except for the applicable requirements of the HSR Act, the Purchaser is not required to submit any notice, report or other filing with any Governmental Entity or GSSMME in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby. No consent, approval or authorization of any Governmental Entity or GSSMME or any other party or Person is required to be obtained by the Purchaser in connection with its execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

Section 6.05 Litigation. There are no Legal Proceedings pending or, to the Purchaser's Knowledge, threatened against the Purchaser at law or in equity, or before or by any Governmental Entity or GSSMME, which would adversely affect the Purchaser's performance under this Agreement or the consummation of the transactions contemplated hereby.

Section 6.06 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Purchaser for which the Sellers or any of their respective Affiliates would be liable following the Closing.

Section 6.07 Investment Representation. The Purchaser is acquiring the Securities for its own account with the present intention of holding such securities for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities Laws. The Purchaser is an "accredited investor" as defined in Regulation D promulgated by the SEC under the Securities Act. The Purchaser acknowledges that it is informed as to the risks of the transactions contemplated hereby and of ownership of the Securities. The Purchaser acknowledges that the Securities have not been registered under the Securities Act or any state or foreign securities Laws and that the Securities may not be sold, transferred, offered for sale, pledged,

hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the Securities Act, and the Securities are registered under any applicable state or foreign securities Laws or sold pursuant to an exemption from registration under the Securities Act and any applicable state or foreign securities Laws.

Section 6.08 Financing. The Purchaser or Affiliates of the Purchaser will, collectively, have at the Closing sufficient cash, available lines of credit or other sources of funds necessary to purchase the Securities pursuant to this Agreement and pay all fees and expenses owed by the Purchaser in connection therewith.

Section 6.09 Acknowledgments of the Purchaser.

(a) The Purchaser has conducted to its satisfaction an independent investigation and verification of the Company and its Subsidiaries and the results of operations and projected operations of the Company and its Subsidiaries.

(b) THE REPRESENTATIONS AND WARRANTIES BY THE SELLERS AND THE COMPANY EXPRESSLY CONTAINED IN ARTICLE IV AND ARTICLE V, IN ANY SCHEDULE OR EXHIBIT HERETO, IN THE CERTIFICATES DELIVERED BY THE SELLERS AND THE COMPANY AT CLOSING PURSUANT HERETO AND IN THE ANCILLARY AGREEMENTS AND ANY SCHEDULE OR EXHIBIT THERETO CONSTITUTE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES OF THE SELLERS AND THE COMPANY TO THE PURCHASER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND THE PURCHASER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY RELATING TO THE FUTURE OR HISTORICAL OPERATIONS OF THE COMPANY OR ITS SUBSIDIARIES) ARE SPECIFICALLY DISCLAIMED BY THE SELLERS AND THE COMPANY.

(c) In connection with the Purchaser's investigation of the Company and its Subsidiaries, the Purchaser has received certain projections from, or on behalf of, the Sellers and the Company. Without limiting Section 6.09(a) or Section 6.09(b) the Purchaser acknowledges that (i) uncertainties are inherent in such estimates, projections and other forecasts and plans, (ii) the Purchaser is familiar with such uncertainties and (iii) subject to the express representations and warranties of the Sellers and the Company set forth herein, the Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections and forecasts).

Section 6.10 No Other Representations. The Company and the Sellers acknowledge and agree that, except for the representations and warranties contained in this Article VI, the Purchaser makes no other express or implied representation or warranty.

ARTICLE VII

COVENANTS OF THE COMPANY

Section 7.01 Conduct of the Business.

(a) From the date hereof until the Closing Date, the Company shall, and shall cause its Subsidiaries to, conduct its business and the businesses of its Subsidiaries in the ordinary course of business and use commercially reasonable efforts to preserve intact the Company's and its Subsidiaries' business organizations, to retain the services of its current officers and employees, to preserve the goodwill of its material customers, material suppliers and other Persons with whom it has material business relationships and to maintain in the ordinary course of business their respective properties and assets in good repair and operating condition (subject to normal wear and tear), except (i) as otherwise expressly required by this Agreement, (ii) if the Purchaser shall have consented in writing or (iii) as required by Law.

(b) From the date hereof until the Closing Date, except (w) as set forth on Schedule 7.01(b), (x) as otherwise expressly required by this Agreement, (y) as consented to in writing by the Purchaser (such consent not to be unreasonably withheld, delayed or conditioned) or (z) as required by Law, the Company shall not and shall cause its Subsidiaries not to:

(i) except in connection with certain securitization transactions in a manner consistent with past practice (A) issue any note or bond or enter into any other debt agreement, obligation or security, or create, borrow, assume or guarantee any amount, other than (1) borrowings incurred to provide liquidity for the Company's operations in the ordinary course of business that do not require an increase in the total amount available to the Company and its Subsidiaries (taken as a whole) under the lines of credit of the Company and its Subsidiaries (taken as a whole) in excess of 110% of the total amount available under such lines of credit as of the date hereof, or (2) securing, renewing, extending or refinancing existing credit facilities used for working capital purposes in the ordinary course of business; provided that any assets used to secure such existing credit facilities shall be limited to assets of the type pledged to secure such existing facilities on the date hereof; provided, further that any renewal, extension or refinancing shall be on terms not materially less favorable to the Company than the terms of the existing credit facility being so renewed, extended or refinanced, or (B) mortgage or pledge any portion of its assets with an aggregate value in excess of $1,000,000, except for Permitted Liens; and, provided, further, that consummating securitization transactions in connection with or similar to the Company's SCOT securitization program require the prior written consent of the Purchaser;

(ii) enter into, materially modify or terminate any Material Contracts, other than as set forth on Schedule 7.01(b)(ii);

(iii) issue, sell or deliver any units or shares of its or its Subsidiaries' equity securities or issue or sell any securities convertible or exchangeable into, or options with respect to, or warrants to purchase or rights to subscribe for, any units or shares of its or its Subsidiaries' equity securities;

(iv) except as required by the terms of a Plan as in effect on the date hereof or required by Law, (A) increase the compensation or benefits available to any current or former employee, officer, director or consultant of the Company or any of its Subsidiaries, or accelerate the vesting or payment of any such compensation or benefits; (B) adopt, modify or terminate any Plan or any arrangement that would be a Plan if in existence on the date hereof; (C) fund or promise to fund (through a grantor trust or otherwise) any compensation or benefits payable or to be provided under any Plan; (D) hire or extend an offer of employment or engagement to any individual if such individual would have an expected annual compensation above $250,000, other than to fill an open position communicated to the Purchaser in writing prior to the date hereof and with compensation and benefits that are no greater than those provided to similarly situated employees or other service providers of the Company; or (E) terminate any employee, officer, director or consultant of the Company or any of its Subsidiaries, other than terminations for cause in the ordinary course of business;

(v) effect any recapitalization, reclassification, equity split or like change in its capitalization or adopt any plan of liquidation, arrangement, dissolution, merger, consolidation, or other reorganization;

(vi) amend its or its Subsidiaries' certificate or articles of formation or incorporation or bylaws (or similar organizational documents);

(vii) sell, assign or transfer or lease, license, pledge, encumber, grant or dispose of any assets, including the equity securities of the Company's Subsidiaries, except with respect to Mortgage Loans or MSRs in the ordinary course of business (it being understood and agreed that nothing in this Agreement shall permit the sale, assignment or transfer of any of the MSRs (A) that are subject to the MSR Purchase Agreement, other than in accordance therewith, or (B) that are listed on Schedule 7.01(b)(vii)(B));

(viii) acquire, by merger, consolidation, acquisition of equity interests or assets, or otherwise, any business, entity or other Person or division thereof, or any substantial portion thereof or any material amount of assets, or make any investment in excess of $750,000 in, or any loan in excess of $250,000 to, any other Person, other than Mortgage Loans funded or purchased in the ordinary course of business;

(ix) make any capital expenditures in excess of 110% of the budgeted capital expenditures that are reflected in the Company's and its Subsidiaries' calendar year 2017 budget (the "Budget") as set forth on Schedule 7.01(b)(ix) in the aggregate or commitments therefor (it being agreed that, for purposes of capital expenditures or commitments to be made in calendar year 2018, the applicable amounts and limitations set forth above shall apply, and the Budget shall be subject to a 10% increase);

(x) make any loan (other than a Mortgage Loan on arms'-length terms), or enter into any other material transaction with, any of its directors, officers, employees, or equityholders of the outstanding equity interests of the Company;

(xi) change its accounting policies, methodologies, forecasting models or procedures, other than (A) as required by changes in GAAP or (B) as otherwise required for compliance with GAAP (in the case of clause (B), solely to the extent directed by the Company's independent accountants);

(xii) except in the ordinary course of business, grant or acquire, agree to grant to or acquire from any Person, or dispose of or permit to lapse any rights to any material Intellectual Property, or disclose or agree to disclose to any Person, other than representatives of the Purchaser, any Trade Secret;

(xiii) (A) waive, release, assign, settle or compromise any material claims or rights, other than in the ordinary course of business involving less than $250,000, or any legal action in any manner so that monetary relief in excess of $250,000 in the aggregate, or any type of relief other than monetary relief, is awarded or granted to any party or (B) commence a material Legal Proceeding;

(xiv) except for the items listed on Schedule 4.08, make, change, or revoke any Tax election, adopt or change any method of Tax accounting, file any amended Tax Return, make a request for a Tax ruling or enter into a closing agreement or similar agreement in respect of Taxes, surrender any right to any material Tax refund, agree to a waiver or extension of any statute of limitations with respect to Taxes, or change the classification of the Company or its Subsidiaries for U.S. federal Tax purposes;

(xv) (A) recognize or certify any Labor Union as the bargaining representative for any employees of the Company or its Subsidiaries, or (B) modify, extend or enter into any Collective Bargaining Agreement with any Labor Union;

(xvi) fail to comply in any material respect with Section 8 of Real Estate Settlement Procedures Act and Regulation X, or any applicable requirement covering the need to obtain or maintain a state license to conduct the activities of the Company or its Subsidiaries;

(xvii) take any action the primary intent of which is to reduce Adjusted TBV in a manner adverse to the Purchaser; or

(xviii) agree or commit to do any of the foregoing.

(c) The Purchaser acknowledges and agrees on behalf of itself and its Affiliates that: (i) nothing contained in this Agreement shall give the Purchaser or its Affiliates, directly or indirectly, the right to control or direct the Company's operations prior to the Closing and (ii) prior to the Closing, the Company's management and board of managers and the Sellers shall exercise, subject to the terms and conditions of this Agreement, complete control and supervision over the Company's operations.

Section 7.02 Access to Books and Records. From the date hereof until the Closing Date, the Company shall provide the Purchaser and its Subsidiaries and any of their respective designated officers, directors, managers, principals, attorneys, accountants, consultants, investment bankers, financial advisors, Financing Sources, agents and employees (in each case, as applicable, "Representatives") with reasonable access during normal business hours and upon reasonable written notice to the offices, properties, personnel, books and records of the Company and its Subsidiaries and to such other information relating to the business of the Company and its Subsidiaries as the Purchaser may from time to time reasonably request (it being understood and agreed that each Purchaser's Representative shall be deemed a "Representative" under the Confidentiality Agreement); provided that, notwithstanding the foregoing, (a) such access does not unreasonably interfere with the normal operations of the Company or its Subsidiaries, and (b) nothing herein shall require the Company to provide access to, or to disclose any information to, the Purchaser or any of the Purchaser's Representatives if such access or disclosure would reasonably be expected to (i) waive any legal privilege or (ii) be in violation of applicable Law (including the HSR Act) or the provisions of any agreement to which the Company or any of its Subsidiaries is a party (provided that, in the case of clauses (i) and (ii), the Company shall use its commercially reasonable efforts to provide such access or make such disclosure (or as much of it as possible) in a manner that does not have such consequences). The Purchaser acknowledges that Purchaser is and remains bound by the Confidentiality Agreement, between Fortress Investment Group LLC and the Company, dated as of April 21, 2017 (the "Confidentiality Agreement"). All requests for information made pursuant to this Section 7.02 shall be directed to the Person designated by the Company in a written notice given to the Purchaser. Prior to the Closing, (x) the information provided pursuant to this Section 7.02 may be used by the Purchaser and its Affiliates and their respective Representatives solely for the purpose of effecting the transactions contemplated by this Agreement, and will otherwise be governed by all the terms and conditions of the Confidentiality Agreement, and (y) all information relating to the Purchaser or its Affiliates received by the Company, the Sellers or the Representative or their respective Affiliates or Representatives shall be subject to the disclosure, use and other restrictions set forth in the Confidentiality Agreement with respect to such information as if such restrictions applied to such Persons. From and after the Closing, the Sellers shall, and shall cause their applicable Affiliates and its and their Representatives to, keep confidential and not use for their benefit or for the benefit of any other Person, any and all non-public information relating to the Purchaser and its Affiliates (including the Company and its Subsidiaries), and the Sellers shall provide or cause to be provided access to books, records and employees (including such information as is necessary or advisable for the preparation by the Purchaser of any filing under the Securities Act or periodic reports under the Exchange Act), and retain or cause to be retained, books and records, in each case as to such access and retention relating to the Company and its Subsidiaries in respect of periods prior to the Closing Date.

Section 7.03 Regulatory Filings; Consents.

(a) The Sellers and the Company shall, and shall cause their respective Affiliates to, in consultation with the Purchaser, (i) (A) submit all notices to third parties, Governmental Entities and GSSMMEs and (B) use commercially reasonable efforts to obtain the third-party and Governmental Entity or GSSMME consents, approvals or other authorizations, in each case as required in connection with the transactions contemplated by this Agreement, including those set forth on Schedule 7.03(a)(i), (ii) prepare change of control applications and, where necessary, new license applications due to the change of ownership relating to such consents, approvals or other authorizations, as applicable, and such applications shall be provided to the Purchaser for the Purchaser's review and comment, (iii) subject to the penultimate sentence of this Section 7.03(a), the Company or the Company's counsel shall promptly (and in no event later than fifteen (15) Business Days following the date hereof) make or cause to be made all filings and submissions set forth on Schedule 7.03(a)(iii), each in materially complete form (with any updates or supplements thereto to follow promptly thereafter), (iv) coordinate and cooperate with the Purchaser in exchanging such information and providing such assistance as the Purchaser may reasonably request in connection with all of the foregoing and (v) (A) supply promptly any additional information and documentary material that may be requested in connection with such filings, (B) make any further filings pursuant thereto that may be necessary, proper or advisable in connection therewith and (C) use commercially reasonable efforts to take all actions necessary to obtain all required clearances. Notwithstanding anything to the contrary in this Agreement, none of the Sellers, the Company or their respective Affiliates shall submit any change of control applications, new license applications, material written correspondence, or other regulatory filings (other than license renewals, branch licenses, mortgage loan originator licenses, or any correspondence, other regulatory filings, or other submissions related to license filings in process as of the date hereof) relating to the Governmental Entity or GSSMME consent process without the prior written consent of the Purchaser, it being agreed that the Purchaser shall have the right to review and submit any such item on behalf of the parties hereto upon receiving approval from the Company and that the Purchaser or the Purchaser's counsel shall have primary control over submissions to and communications with and between any Governmental Entity or GSSMME relating to the third-party and Governmental Entity or GSSMME consents, approvals or other authorizations required in connection with the transactions contemplated by this Agreement. The Company shall use commercially reasonable efforts to provide oral progress reports to the Purchaser on a weekly basis (or as frequently as the parties may otherwise agree) with respect to matters relating to this Section 7.03.

(b) Without limiting the generality of the foregoing, as soon as practicable following the date hereof (and with respect to the HSR Filing, within seven (7) Business Days), the Company and the Sellers shall make or cause to be made all filings and submissions required of the Company and the Sellers under the HSR Act (the "HSR Filing") or other Laws or regulations applicable to the Company and the Sellers necessary in any material respect for the consummation of the transactions contemplated by this Agreement. The Sellers and the Company shall promptly comply with any formal or informal additional requests for information, including requests for production of documents and production of witnesses for interviews or depositions by any Governmental Entities or GSSMMEs in connection with the transactions contemplated by this Agreement. The Sellers and the Company shall coordinate and cooperate with the Purchaser in exchanging

such information and providing such assistance as the Purchaser may reasonably request in connection with all of the foregoing. The Company and the Sellers shall cause the filings under the HSR Act to be considered for grant of "early termination."

(c) The Sellers shall, and shall cause the Company to, also consult with and cooperate with the Purchaser, and consider in good faith the views of the Purchaser, in connection with, and provide to the Purchaser in advance, any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted to any Governmental Entity or GSSMME by or on behalf of the Company or the Sellers in connection with transactions contemplated by this Agreement, except as may be prohibited or restricted by Law. Without limiting the foregoing, each of the Sellers and the Company agrees, subject to applicable Law, to (i) give the Purchaser reasonable advance written notice of all in-person meetings with any Governmental Entity or GSSMME and an opportunity to participate in each of such meetings, to the extent such meeting is related to the transactions contemplated by this Agreement, to the extent practicable and permitted by such Governmental Entity or GSSMME, (ii) give the Purchaser reasonable advance written notice of substantive oral communications with any Governmental Entity or GSSMME relating to the effectuation of the transaction contemplated by this Agreement and an opportunity to participate in each of such communications, to the extent practicable and permitted by such Governmental Entity or GSSMME, (iii) if any Governmental Entity or GSSMME initiates a substantive oral communication regarding the transactions contemplated by this Agreement, promptly notify the Purchaser of the substance of such communication, to the extent permitted by such Governmental Entity or GSSMME, (iv) provide the Purchaser with a reasonable advance opportunity to review and comment upon any written communication (including any analyses, presentations, memoranda, briefs, arguments, opinions and proposals) with a Governmental Entity or GSSMME to the extent such communication is related to the transactions contemplated by this Agreement, to the extent permitted by such Governmental Entity or GSSMME, and the Purchaser agrees to promptly, and in no event later than three (3) Business Days after its receipt thereof, provide to the Company all comments of the Purchaser with respect to such written communications, and (v) provide the Purchaser with copies of all written communications to or from any Governmental Entity or GSSMME to the extent such communication is related to the transactions contemplated by this Agreement, to the extent permitted by such Governmental Entity or GSSMME. Any of the foregoing required disclosures or provision of copies to the Purchaser may be made on an outside counsel basis if appropriate, as reasonably determined by the Company after consultation with counsel.

(d) The Purchaser shall cooperate in good faith with the Company's activities pursuant to this Section 7.03.

Section 7.04 Conditions; Avoidance of Delays. Each of the Company and the Sellers shall use commercially reasonable efforts to cause the conditions set forth in Section 3.01 to be satisfied as soon as reasonably practicable following the date hereof, to cause the Closing to occur as expeditiously as reasonably practicable following the execution of this Agreement, and, subject to Section 2.01, to consummate the transactions contemplated herein as soon as reasonably practicable after the satisfaction of the conditions set forth in Article III (other than those to be satisfied at the Closing itself, but subject to such conditions being capable of being satisfied at the Closing). Each of the Sellers and the Company agrees not to take any action that would reasonably be expected to prevent or delay the consummation of the transactions contemplated by this Agreement or the MSR Purchase Agreement without the prior written consent of the Purchaser.

Section 7.05 Exclusive Dealing. During the period from the date of this Agreement through the Closing or the earlier termination of this Agreement pursuant to Section 9.01, the Company and the Sellers shall not, and shall cause their respective Subsidiaries, officers, employees and authorized representatives not to, (a) take any action to encourage, initiate or engage in discussions or negotiations with, or provide any information to, any Person (other than the Purchaser and the Purchaser's Representatives) concerning any direct or indirect purchase of the Securities or any merger, sale of a material portion of the assets of the Company and its Subsidiaries or similar transactions involving the Company (other than assets sold in the ordinary course of business to the extent permitted hereunder) or (b) furnish any information with respect to, assist or participate in or facilitate in any other manner any effort or attempt by any Person (other than the Purchaser and its Affiliates) to do or seek to do any of the foregoing. During the period from the date of this Agreement through the Closing or the earlier termination of this Agreement pursuant to Section 9.01, if the Company, the Sellers or their respective Affiliates or their respective Representatives receive any inquiry, proposal or offer from any third party with respect to a possible proposal relating to a transaction of the type described in clause (a) of the preceding sentence, the Company shall (i) notify the Purchaser of the receipt thereof (including the terms and conditions thereof) as promptly as reasonably practicable and (ii) inform such third party that the Company is subject to exclusivity and may not discuss such matters.

Section 7.06 Notification.

(a) From the date hereof until the Closing Date, (a) if any Sellers or the Company has or obtains Knowledge of any (i) material variances from the representations and warranties contained in Article IV or Article V, (ii) material breaches of covenants or agreements contained in this Agreement or (iii) other circumstance that would (in each case) cause any condition set forth in Section 3.01 not to be satisfied, the Company shall, as soon as practicable, disclose to the Purchaser in writing such material variances, material breaches and/or other circumstances, as applicable, and (b) each of the Company and the Sellers shall give prompt written notice to the Purchaser of its receipt of (i) any written notice from any Governmental Entity or GSSMME or any counterparty to a Material Contract alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement (in each case, other than any Governmental Entity or GSSMME or any counterparty to a Material Contract identified in the Disclosure Schedules as a Person from whom such consent is or may be so required), (ii) any written notice from any Governmental Entity or GSSMME in connection with the transactions contemplated by this Agreement, (iii) any material communication (including any notice in connection with any inquiry, investigation or request for information) from or to any Governmental Entity or GSSMME or (iv) any material communication from any trustee, noteholder or subservicing client.

(b) The Company shall (i) provide oral updates to the Purchaser (on no less than a weekly basis) on the status of the Investigation until its completion and (ii) promptly notify the Purchaser of the completion of the Investigation and describe the findings and/or recommendations thereof.

(c) Notwithstanding anything to the contrary in this Agreement, neither the delivery of any notice pursuant to this Section 7.06, nor any knowledge that the Purchaser or its Representatives may have acquired, nor could have acquired (in each case, whether before or after the date of this Agreement or the Closing Date), nor any investigation or due diligence by the Purchaser or its Representatives, shall limit or otherwise affect the representations, warranties, covenants or agreements of the Company or the Sellers, or the rights of the Purchaser or the remedies available thereto.

Section 7.07 Financing Cooperation.

(a) Prior to the Closing, the Company shall provide, and shall cause its Subsidiaries to provide, such reasonable and customary cooperation (and to use commercially reasonable efforts to cause its and their respective officers, directors, employees, accountants, legal counsel, agents, other advisors and authorized representatives to provide such reasonable and customary cooperation), at the Purchaser's sole cost and expense (other than with respect of the preparation of the Post-Signing Financial Statements), with respect to any equity and/or debt financings (including any capital markets debt financing or any equity financing (whether public or private)) undertaken by the Purchaser or its Affiliates in connection with the transactions contemplated hereby prior to or concurrently with the Closing (such financing, the "Financing"), including using commercially reasonable efforts to:

(i) furnish to the Purchaser (or, in the case of clauses (v) through (y) below, to the Financing Sources at the written request of the Purchaser) with (v) no later than March 31, 2018 (provided that the Closing has not occurred by such date), an audited consolidated balance sheet of the Company and the related audited consolidated statements of income, members' equity and cash flows (prepared in accordance with GAAP) (including, an unqualified audit opinion of the Company's independent auditors with respect to such financial statements) for the fiscal year ended December 31, 2017, (w) no later than the date which is forty five (45) days after the end of each fiscal quarter ended subsequent to March 31, 2018 (provided that the Closing has not occurred by such date), unaudited consolidated balance sheets of the Company (prepared in accordance with GAAP), as of the end of, and the related unaudited consolidated statements of income, members' equity, and cash flows for, each such fiscal quarter and which unaudited financial statements shall be subject to a customary SAS 100 review by the Company's independent auditors if necessary or desirable in connection with any Financing or if reasonably requested by the Financing Sources, (x) not later than twenty (20) days after the last calendar day in each month following the date of this Agreement prior to the Closing (or, if the twentieth (20^{th}) day after the last calendar day in such month falls on a day that is not a Business Day, then no later than the next Business Day after such twenty (20^{th}) day), the financial information described on Schedule 7.07(a)(i)(x) (the financial statements in clauses (v), (w) and (x), the "Post-Signing Financial Statements"), (y) as promptly as reasonably practicable upon request by the Purchaser, information relating to the Company and its Subsidiaries that is reasonably available to the Company and is reasonably required by the Purchaser and the Financing Sources to produce one or more customary confidential information memoranda, investor presentations, bank information memoranda, offering memoranda, private placement memoranda, registration statements, prospectuses and/or prospectus supplements and other customary marketing materials to be used in connection with the Financing, including identifying any portion of the information that constitutes material, non-public information and delivering customary representation letters and authorization letters, in each case, as deemed reasonably necessary by the Financing Sources to receive customary accountants' comfort letters (other than (A) any pro forma financial information, (B) any description of the Financing or the transactions contemplated by this Agreement and (C) any information customarily provided by an investment bank) and (z) the Required Bank Information and reasonably cooperate, and cause its independent auditors to reasonably cooperate, with the Purchaser to update and correct any Required Bank Information such that the Required Bank Information remains Compliant; provided that, if the Company has otherwise complied with its obligations under this Section 7.07(a)(i) and the Purchaser requests in writing that the Company cause its independent auditors to assist in complying with the requirements of clause (b) of the term "Compliant," the Purchaser shall reimburse the Company for any additional reasonable and documented costs of such independent auditors solely to the extent such costs are incurred in complying with such request as it relates to clause (b) of the term "Compliant"; provided further that it is understood and agreed that any unaudited Post-Signing Financial Statements and Required Bank Information shall be prepared in accordance with GAAP in a manner and with interpretations consistent with the Company's past accounting practices (but without limiting the requirement in clause (z) of this Section 7.07(a)(i) that the Company use commercially reasonable efforts to cause such Required Bank Information be Compliant);

(ii) participate in, and provide appropriate and customary assistance with the preparation of materials for, a reasonable number of requested and customary meetings (including upon reasonable advance notice and during normal business hours, customary one-on-one meetings with the parties acting as lead arrangers or agents for, and prospective lenders and purchasers of, the Financing and the Company's senior management), presentations, road shows, due diligence sessions, drafting sessions and sessions with rating agencies in connection with the syndication or other marketing of the Financing;

(iii) reasonably assist with (A) the preparation of materials for rating agency presentations, investor presentations, bank information memoranda, offering memoranda, private placement memoranda, registration statements, prospectuses, prospectus supplements, marketing materials (including "public" and "private" versions) and similar documents reasonably required in connection with the Financing, (B) the preparation of customary pro forma financial statements reflecting the transactions contemplated by this Agreement and the Financing and (C) providing any information reasonably requested by the Purchaser to assist the Purchaser in obtaining corporate, corporate family, credit, facility and securities ratings from rating agencies;

(iv) request its independent accountants to provide reasonable assistance to the Purchaser, consistent with their professional practice (including upon reasonable advance notice and during normal business hours, participating in a reasonable number of accounting due diligence sessions, providing their consent to the Purchaser to use their audit reports relating to the Company on customary terms in connection with the Financing and facilitating the delivery of customary comfort letters (including as

to negative assurance) if reasonably necessary or desirable for the Purchaser to use the financial statements of the Company in any marketing or offering materials to be used in connection with the Financing);

(v) execute and deliver definitive financing agreements, instruments, certificates, letters (including authorization letters to lenders reasonably required in connection with the syndication of any Financing or if reasonably requested by the Financing Sources) and other documents, to the extent reasonably requested by the Purchaser or the Financing Sources and customary for financings of the type(s) similar to the Financing;

(vi) cooperate and provide customary information and certificates and other documents reasonably necessary to assist legal counsel to the Purchaser in connection with any legal opinions that such counsel may be required to give in connection with the Financing, in each such case, as is necessary and customary in connection with the Financing;

(vii) cooperate reasonably with any customary due diligence requests by the Purchaser, the Financing Sources and their respective legal counsel; and

(viii) furnish as promptly as reasonably practicable (and in any event at least three (3) Business Days prior to the Closing Date) all documentation and other information reasonably required by the Financing Sources from the Company and its Subsidiaries that such Financing Sources reasonably determine is required by regulatory authorities for compliance with applicable "know your customer" and anti-money laundering rules and regulations, including U.S.A. Patriot Act of 2001, as amended, that has been requested by the Purchaser or any of the Financing Sources at least ten (10) Business Days prior to the Closing Date; provided that the effectiveness of any certificate, definitive agreements or other documentation executed by or on behalf of the Company or any of its Subsidiaries shall be subject to the Closing.

(b) In no event shall the Company or any of its Subsidiaries be required to (i) bear any third-party cost or expense, pay any third-party fee or incur any other actual or potential liability or give any indemnities arising from or directly or indirectly attributable to the Financing (including, for the avoidance of doubt, any fees and expenses of its accountants in providing any assistance to Seller (other than year-end audit expenses and expenses incurred in any review of the Post-Signing Financial Statements in a manner consistent with the Company's past accounting practices) under this Section 7.07 prior to Closing (other than as are contingent upon Closing or which are reimbursed by the Purchaser)), (ii) undertake any obligation or liability whatsoever to any Financing Source that is not reimbursed by the Purchaser, (iii) take any actions to the extent such actions would unreasonably interfere with the ongoing business or operations of the Company or any of its Subsidiaries, (iv) take any action that would reasonably be expected, in the reasonable judgment of the Company after consultation with its legal counsel, to conflict with, or result in any violation or breach of, any applicable (A) Laws, (B) obligations of confidentiality (not created in contemplation hereof) binding on the Company or its Subsidiaries (provided that in the event that the Company or its Subsidiaries do not provide information in reliance on the exclusion in this clause (B), the Company and its Subsidiaries shall provide notice to the Purchaser promptly that such information is being withheld (but solely if providing such notice would not violate such obligation of confidentiality)), (C) organizational documents, or (D) material Contract to which the Company or any of its Subsidiaries is a party, (v) provide or cause legal counsel for the Company or any of its Subsidiaries to provide any legal opinions, (vi) cause any condition to Closing set forth in Article III to fail to be satisfied or otherwise cause any breach of this Agreement, or (vii) except as contemplated by Section 7.08, execute, deliver or enter into, or perform any agreement, document, certificate or instrument with respect to the Financing that is not contingent upon the Closing or that would be effective prior to the Closing (other than the authorization letters referred to above) and the directors and managers of the Company and the Subsidiaries of the Company shall not be required to adopt resolutions approving the agreements, documents and instruments pursuant to which the Financing is obtained (except for resolutions approving agreements, documents, instruments and other actions that are contemplated by Section 7.08), in each case which are effective prior to the Closing. The Company hereby consents to the use of its and its Subsidiaries' logos in connection with the Financing provided that such logos are used solely in a manner that is customary for such purpose and not intended to or reasonably likely to harm or disparage the Company or any of its Subsidiaries or the reputation or goodwill of the Company or any of its Subsidiaries or any of their respective products, services, offerings or intellectual property rights and on such other customary terms and conditions as the Company shall reasonably request.

(c) The Purchaser shall indemnify and hold harmless the Company, its Subsidiaries and their respective representatives from and against any and all losses, damages, claims, interest, awards, judgments, penalties, third-party costs and expenses suffered or incurred by any of them arising from or related to the Financing, any information prepared or used in connection therewith (other than any information provided in writing by the Company, the Sellers through the Company, or any of their respective Subsidiaries expressly for use in connection therewith), except to the extent (x) arising from the Fraud or willful misconduct of the Company or its Affiliates or their respective Representatives, or (y) that such losses, damages, claims, interest, awards, judgments, penalties, third-party costs or expenses are directly and primarily the result of a material breach of this Agreement; provided, that the foregoing shall not expand or change Seller's indemnification obligations for a breach of its representations and warranties as set forth in Article XII.

(d) The Purchaser acknowledges and agrees that any access or information contemplated to be provided by the Company or any of its Subsidiaries pursuant to this Section 7.07 shall, to the extent such information constitutes material non-public information of the Company, only be provided to other Persons, including any potential Financing Sources, if such other Person affirmatively agrees to maintain the confidentiality of such information pursuant to a customary confidentiality agreement.

(e) The Company shall be given a reasonable opportunity to review and comment on any confidential information memoranda, investor presentations, bank information memoranda, offering memoranda, private placement memoranda, registration statements, prospectuses and/or prospectus supplements and other customary marketing materials to be used in connection with the Financing, and any materials for rating agencies, that include information about the Company or any of its Subsidiaries prepared in connection with the Financing.

(f) The Purchaser acknowledges and agrees that the obtaining of the Financing is not a condition to Closing or its obligations under this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, nothing herein shall limit or otherwise affect the obligations of the Company or any of its Affiliates with respect to any financing cooperation or similar covenants contained in any other Contract entered into by the Company or any of its Subsidiaries with the Purchaser or any of its Affiliates, including any Ancillary Agreement.

Section 7.08 Treatment of Existing Indebtedness.

(a) If requested by the Purchaser, the Company shall use its commercially reasonable efforts to, and shall use its commercially reasonable efforts to cause each of its Subsidiaries to, take any actions (including one or more tender, exchange or change of control offers for, and any related consent solicitations) requested by the Purchaser that are reasonably necessary or advisable for the amendment, payoff, satisfaction, discharge and/or defeasance of any Existing Indebtedness (other than as identified on Schedule 7.08(a)) and shall amend, pay-off, redeem or satisfy, discharge and/or defease, as applicable, such Existing Indebtedness in accordance with and pursuant to the terms of the indenture, note purchase agreement, credit agreement or other similar agreement, as applicable, governing such Existing Indebtedness (any such amendment, pay-off, redemption, satisfaction, discharge or defeasance, the "Company Debt Payoff"), including taking any action reasonably necessary or advisable to obtain evidence therefor; provided that any such action described above shall not be required unless such action (i) can be conditioned on the occurrence of the Closing and (ii) would not result in the Company and its Subsidiaries having insufficient operational or borrowing capacity to operate its business substantially as operated as of the date hereof; provided, further, that at the Closing, the Purchaser, or the Company at the direction of the Purchaser, shall deposit, or cause to be deposited, with the appropriate trustee, agent or other recipient, funds sufficient to actually effect such payoff, redemption, satisfaction, discharge and/or defeasance.

(b) The Company shall use its commercially reasonable efforts to, and shall use its commercially reasonable efforts to cause its Subsidiaries and its and their respective officers, directors, employees, accountants, legal counsel, agents, other advisors and authorized representatives to, provide cooperation reasonably requested by the Purchaser in connection with the Purchaser's efforts to effect any Company Debt Payoff.

(c) The Purchaser shall prepare all necessary and appropriate documentation in connection with any Company Debt Payoff, and the Company shall have a reasonable opportunity to review and comment upon such documents.

(d) In connection with any Company Debt Payoff, the Purchaser may select any and all agents reasonably necessary to provide assistance in connection therewith and the Company shall use its commercially reasonable efforts to, and shall use its commercially reasonable efforts to cause its Subsidiaries to, enter into customary agreements with such agents so selected; provided that neither the Company nor any of its Subsidiaries shall be required to indemnify, defend or hold harmless, or pay the fees or reimburse the costs and expenses of, any such agent.

(e) Purchaser acknowledges and agrees that the consummation of any Company Debt Payoff contemplated by this Section 7.08 is not a condition to the Closing or its obligations under this Agreement (it being understood, for the avoidance of doubt, that, notwithstanding the foregoing, the foregoing acknowledgment and agreement shall not limit the condition to the Closing contained in Section 3.02 in respect of the Specified Sub Debt and the Other Sub Debt).

Section 7.09 Intercompany Accounts and Agreements. Except as set forth on Schedule 7.09, all intercompany accounts and agreements between the Sellers or any of their Affiliates (other than the Company and its Subsidiaries), on the one hand, and the Company or any of its Subsidiaries, on the other hand, as of the Closing (other than any accounts or agreements of Affiliates of the Sellers (but, for the avoidance of doubt, not of the Sellers themselves)) that exist pursuant to or under a Contract that was entered into on bona fide arms-length terms and conditions) shall be settled (irrespective of the terms of payment of such intercompany accounts) and paid in full in cash or terminated at or prior to the Closing.

Section 7.10 Resignations. The Sellers and the Company shall deliver to the Purchaser duly signed resignations, effective as of and upon the Closing Date, of each of those directors and/or managers of the Company and its Subsidiaries identified by the Purchaser to the Company at least ten (10) Business Days prior to the Closing Date.

Section 7.11 Internal Controls over Financial Reporting. Without limiting any other provisions of this Agreement, the Company shall, at the cost and expense of the Purchaser (but solely with respect to documented out-of-pocket amounts payable to third parties), use commercially reasonable efforts to establish and document, utilizing existing resources of the Company and its Subsidiaries, (a) a system of "internal controls over financial reporting" (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) sufficient to provide reasonable assurances: (i) that transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP; (ii) that transactions are executed only in accordance with the authorization of management; and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the properties or assets of the Company and its Subsidiaries, and (b) a system of "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) sufficient to ensure that all material information concerning the Company and its Subsidiaries is made known on a timely basis to the individuals responsible for the preparation of the Company's financial statements. The Company shall cooperate with the Purchaser with respect to integration planning in respect of accounting and financial reporting functions.

Section 7.12 Approvals. From the date hereof until the Closing Date, (a) the Company shall maintain, and shall cause its Subsidiaries, as applicable, to maintain in full force and effect, and satisfy at all times all related eligibility criteria in order to maintain in full force and effect, without notice of possible suspension, revocation or impairment, all required Permits necessary both to perform its obligations hereunder and to conduct its origination, servicing, appraisal and title businesses (including, for the avoidance of doubt, pure captive insurance company approval from the Tennessee Department of Commerce and Insurance, broker-dealer registration under the Exchange Act and all Agency approvals), (b) the Company shall use commercially reasonable efforts to obtain the approval of its applicable Subsidiary as a Community Development Financial Institution from the U.S. Department of the Treasury and, following the obtaining of such approval, to use commercially reasonable efforts to seek the membership of such Subsidiary in the Cincinnati branch of the Federal Home Loan Bank and (c) the Company shall submit to the Purchaser copies of all Agency, state and other governmental audits, examinations, evaluations, monitoring reviews and reports of its operations (including those prepared on a contract basis for any such agency) and any remedies or sanctions proposed, imposed or required as a result thereof, in each case, only to the extent permitted by applicable Law and that such submissions could not result in a waiver by the Company of its attorney/client privilege with respect to any information contained therein (provided that the Company shall use its commercially reasonable efforts to submit such copies (or as much of them as possible, including via summary descriptions) in a manner that does not have such consequences).

Section 7.13 Agency Approvals. From the date hereof until the Closing Date, the Company shall maintain, and shall cause its Subsidiaries, as applicable, to maintain, their respective approved statuses as a seller, servicer, issuer, mortgagee and any other similar designation with each Agency, and good standing with each Agency.

Section 7.14 Maintenance of Insurance. From the date hereof until the Closing Date, the Company shall maintain, and shall cause its Subsidiaries, as applicable, to maintain, mortgage errors and omissions and fidelity insurance in such amounts and with deductibles as required by the Agencies. Following the Closing, if at any time the Purchaser causes the Company to replace any so-called "claims made" insurance policy with a replacement policy, then the Purchaser shall either (a) obtain for the benefit of the Company a so-called "tail policy" to insure against any gap in coverage with respect to any period prior to the effective date of any such replacement policy (any such period, a "Gap Period") or (b) provide to the Company such other type of protection against losses that might arise with respect to any Gap Period, as the Purchaser, the Representative and the Business Executive (as defined in Schedule A) shall mutually agree upon, in each case, at the cost and expense of the Company.

Section 7.15 Borrower Disclosures. As soon as practicable following the date hereof, the Company and its Subsidiaries shall remove from all disclosures to be made to borrowers or potential borrowers any references to Spring Equity, LLC (or "Spring EQ" or similar references), including, for the avoidance of doubt, any annual privacy notices or such other disclosures relating to information of borrowers or potential borrowers being shared or otherwise made available to Spring Equity, LLC.

Section 7.16 Borrower and Customer Information. The Company (a) shall cooperate with the Purchaser with respect to managing the sharing of borrower and/or customer information (including in respect of Item 2(k) in Schedule 4.10(a)) with Affiliates and third parties and (b) shall not share any such information with Affiliates (other than Subsidiaries) or third parties without the Purchaser's prior written consent.

Section 7.17 Termination of Annual Bonus Plan. The Company shall terminate, effective immediately prior to the Closing, any and all arrangements that provide for the payment of bonuses pursuant to an annual bonus pool that is determined with reference to the pre-tax income of the Company (including that certain Annual Bonus Pool Award Agreement by and between Ranieri Partners SM LLC ("Ranieri Partners") and the Company, dated December 28, 2010, and any applicable provisions contained in any other agreement to which the Company is a party) and shall cause no further payments to be made or required to be made pursuant to any such arrangement on or after the Closing.

Section 7.18 Employment Agreements. If the Company fails to enter into an Employment Agreement with (x) an Employment Agreement Recipient in accordance with Section 3.01(g) or (y) any of the Persons set forth on Schedule 7.18 (or if any such employment agreement in (x) or (y) is otherwise not in full force and effect as of the Closing), then (i) the Company shall cause the termination of the employment of such Person with the Company and its Affiliates effective as of immediately prior to the Closing, (ii) such termination shall be deemed to be a termination of such Person's employment without cause and such Person shall be entitled to any applicable severance payments and benefits to be paid or provided under such Person's existing employment agreement with the Company or any of its Affiliate, (iii) the Company shall require such Person to execute a release in the form attached to the respective employment agreement in effect as of the date hereof of such Person set forth on Schedule 11.04, and (iv) the Company shall elect the longest period of non-competition and non-solicitation (if applicable) permitted under such Person's existing employment agreement with the Company or its Subsidiaries and pay any amounts payable in connection therewith (any such severance payments and benefits and any costs, expenses or other liabilities in connection with the foregoing, the "Employment Agreement Severance Benefits").

Section 7.19 Aggregator Vehicles.

(a) From the date hereof through the later of (x) the end of the Third Earnout Period (as defined in Schedule A) and (y) the end of the Restricted Period, neither Shellpoint Management Holdings LLC ("SMH") nor Shellpoint Group Participation LLC ("SGP") shall amend, or waive any provision under, its certificate of formation or, in the case of SGP, Sections 8.4 and 13.3 of the SGP LLCA (such sections the "SGP Restricted Provisions") or, in the case of SMH, Sections 14 or 22 of the SMH LLCA (such sections, the "SMH Restricted Provisions" and, together with the SGP Restricted Provisions, the "Restricted Provisions"), without the Purchaser's prior written consent, it being agreed that (i) a copy of any proposed amendment or waiver shall be provided to the Purchaser in advance of its adoption, (ii) any amendment or waiver by SGP or SMH of any of the Restricted Provisions (other than to the extent (A) allowable pursuant to clause (iii) below or (B) required pursuant to Section 7.19(b)) below) shall be deemed to be adverse to the Purchaser and its Affiliates for

the purposes of this Section 7.19(a), and (iii) SMH or SGP may amend such organizational documents (including any of Restricted Provisions) without the Purchaser's consent in order to (and, in the case of any Restricted Provision, only to the extent necessary to) provide that any gain or loss associated with any profits interest or equity interest that was issued by or through SMH or SGP, as applicable, and that was forfeited by the holder thereof for any reason shall be reallocated, in a manner determined by SMH or SGP, as applicable, to some or all of the remaining profits interest or equity holders of SMH or SGP, as applicable.

(b) Immediately prior to the Closing, (i) SGP shall amend the SGP LLCA such that any reference made therein to any provision of any iteration of the limited liability company agreement of the Company shall instead be replaced with a reference to a schedule (the "SGP Amendment Schedule") that sets forth the version of such provision contained in the Fourth Amended and Restated Limited Liability Company Agreement of the Company, dated December 30, 2015 (the "Company Fourth A&R LLCA"), and (ii) SMH shall amend the SMH LLCA such that any reference made therein to any provision of any iteration of the limited liability company agreement of the Company shall instead be replaced with a reference to a schedule (the "SMH Amendment Schedule" and, together with the SGP Amendment Schedule, the "Amendment Schedules") that sets forth the version of such provision contained in the Company Fourth A&R LLCA. From the effectiveness of the amendments made pursuant to the previous sentence, through the later of (x) the end of the Third Earnout Period (as defined in Schedule A) and (y) the end of the Restricted Period, neither SGP nor SMH shall amend, or waive any provision under, its respective Amendment Schedule (or the applicable sections of the limited liability company agreement referring to such Amendment Schedule) without the Purchaser's prior written consent.

(c) From the date hereof through the later of (x) the end of the Third Earnout Period (as defined in Schedule A) and (y) the end of the Restricted Period, to the extent requested by the Purchaser, each of SGP and SMH will take any and all actions available to such Person under and in accordance with the SGP LLCA or the SMH LLCA, as applicable, to enforce against any Person the SGP Restricted Provisions and/or the SMH Restricted Provisions, in each case, to the extent applicable.

Section 7.20 Certain Additional Actions. The Company shall, and, as applicable, shall cause its Subsidiaries to, use commercially reasonable efforts to take and carry out each of the actions set forth on Schedule 7.20, in each case, as promptly as reasonably practicable.

ARTICLE VIII

COVENANTS OF THE PURCHASER

Section 8.01 Notification. From the date hereof until the Closing Date, if the Purchaser has or obtains Knowledge of any (a) material variances from the representations and warranties contained in Article VI, (b) material breaches of covenants or agreements contained in this Agreement or (c) other circumstance that would cause any condition set forth in Section 3.02 not to be satisfied, the Purchaser shall, as soon as practicable, disclose to the Company and the Sellers in writing such variances, breaches and/or other circumstances, as applicable. The Purchaser shall give prompt written notice to the Company and the Sellers of its receipt of (x) any written notice from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement (in each case, other than any Governmental Entity or GSSMME or any counterparty to a Material Contract identified in the Disclosure Schedules as a Person from whom such consent is or may be so required) or (y) any written notice from any Governmental Entity or GSSMME in connection with the transactions contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, neither the delivery of any notice pursuant to this Section 8.01, nor any knowledge that the Company or the Sellers or their respective Representatives may have acquired, nor could have acquired (in each case, whether before or after the date of this Agreement or the Closing Date), nor any investigation or due diligence by the Company or the Sellers or their respective Representatives, shall limit or otherwise affect the representations, warranties, covenants or agreements of the Purchaser or rights of the Company or the Sellers or the remedies available thereto.

Section 8.02 Director and Officer Liability and Indemnification.

(a) For a period of six (6) years from and after the Closing, the Purchaser shall cause the Company and its Subsidiaries to honor and perform all indemnification obligations in respect of pre-Closing periods owed to any of the individuals who were officers and/or directors of the Company or its Subsidiaries at or prior to the Closing Date as in effect as of the date hereof pursuant to documents previously made available to the Purchaser (except with respect to any matter to the extent any Purchaser Indemnified Party is entitled to indemnification pursuant to Article XII directly or indirectly from such individuals with respect to such matter). Notwithstanding the foregoing, and for the avoidance of doubt, the Purchaser shall not be obligated to cause the Company or its Subsidiaries to honor an indemnification obligation to any Person pursuant to this Section 8.02(a) for any Losses to the extent such Losses (i) constitute or otherwise arise from indemnification paid or payable (or deemed paid or payable) by such Person (directly or indirectly, including through any legal entity owned in whole or in party by such Person) to any Purchaser Indemnified Party or (ii) arise (A) from such Person's services on behalf of, or for the benefit of, any Seller Party, except services on behalf of, or for the benefit of, the Company or any of its Subsidiaries or (B) by reason of such Person being designated a control person of the Company or any of its Subsidiaries under applicable Law.

(b) Prior to or at the Closing, the Purchaser shall purchase a prepaid directors and officers insurance policy or policies (the "D&O Tail") which policy or policies provides liability insurance coverage for the individuals who were officers and/or directors of the Company or its Subsidiaries at or prior to the Closing Date on no less favorable terms (including in amount and scope) as the policy or policies maintained by the Sellers, the Company or its Subsidiaries immediately prior to the Closing (the "Existing Directors and Officers Policy") for the benefit of such individuals for an aggregate period of not less than six (6) years with respect to claims arising from acts, events or omissions that occurred at or prior to the Closing, including with respect to the transactions contemplated by this Agreement. The cost for the tail policy or policies shall not exceed 300% of the annual premium most recently paid by the Company for the Existing Directors

and Officers Policy prior to the date of this Agreement; provided that if the cost for the tail policy or policies exceeds such amount, the Purchaser shall obtain the most advantageous policy or policies available for the premium equal to such amount.

(c) The provisions of this Section 8.02 are intended for the benefit of, and will be enforceable by, each current and former officer, director or similar functionary of the Company or its Subsidiaries and his or her heirs and representatives, and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have had by contract or otherwise.

(d) Notwithstanding anything herein to the contrary, if any Legal Proceeding (whether arising before, at or after the Closing Date) is made against any individual who was an officer and/or director of the Company or its Subsidiaries at or prior to the Closing Date, on or prior to the sixth (6^{th}) anniversary of the Closing Date, the provisions of Section 8.02(a) shall continue in effect with respect to the applicable matter until the final disposition of such Legal Proceeding.

Section 8.03 Employment and Benefit Arrangements.

(a) The Purchaser shall, or shall cause the Company or one of its Subsidiaries to, provide each employee of the Company or any of its Subsidiaries as of the Closing ("Continuing Employee") with the following until the earliest to occur of (x) the first anniversary of the Closing Date, (y) December 31, 2018 and (z) such Continuing Employee's termination of employment: (i) a base salary or wage rate that is no less than the base salary or wage rate provided to such Continuing Employee immediately prior to the Closing, (ii) an annual cash incentive opportunity that is substantially similar to the annual cash incentive opportunity provided to such Continuing Employee immediately prior to the Closing, and (iii) health, welfare and retirement benefits that are substantially similar in the aggregate to those provided to the Continuing Employee immediately prior to the Closing; provided that the provisions of this Section 8.03(a) shall not apply to any Continuing Employee who is a party to an Employment Agreement.

(b) The Purchaser shall use commercially reasonable efforts to provide each Continuing Employee with credit for such Continuing Employee's service with the Company and its Subsidiaries prior to the Closing for purposes of (i) eligibility to participate in any benefit plan sponsored or maintained by the Purchaser (each, a "Purchaser Plan") and (ii) the determination of the level of benefits under a Purchaser Plan for purposes of vacation and the calculation of severance pay, but not (x) to the extent duplication of benefits would result or (y) in respect of benefit accruals under any defined benefit pension plan or retiree medical or welfare arrangement.

(c) With respect to each Purchaser Plan that is a health or welfare plan, the Purchaser shall use commercially reasonable efforts to (i) waive any limitation on coverage of a Continuing Employee due to pre-existing conditions, waiting periods, active employment requirements and requirements to show evidence of good health and (ii) allow for each such Continuing Employee to apply all deductible payments, co-payments and co-insurance paid by such Continuing Employee under any Plan prior to the Closing during the year in which the Closing occurs for purposes of determining the extent to which such Continuing Employee has satisfied any applicable deductible and whether the Continuing Employee has reached the out-of-pocket maximum for such year.

(d) The provisions of this Section 8.03 are for the sole benefit of the parties to this Agreement and nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any Person (including, for the avoidance of doubt, any Continuing Employee), other than the parties hereto and their respective permitted successors and assigns, any legal or equitable or other rights or remedies. Nothing in this Section 8.03 shall amend, or be deemed to amend (or prevent the amendment or termination of) any Plan, any Purchaser Plan or any other compensation or benefit plan. The Purchaser shall have no obligation to continue to employ or retain the services of any Continuing Employee or any other individual for any period of time following the Closing and, subject to the requirements of Section 8.03(a), Section 8.03(b) and Section 8.03(c), shall be entitled to modify any compensation or benefits provided to, and any other terms or conditions of employment of, any such individuals in its sole and absolute discretion.

Section 8.04 Regulatory Filings; Consents.

(a) The Purchaser shall, and shall cause its Affiliates to, in consultation with the Sellers and/or the Company (as applicable), (i) use commercially reasonable efforts to obtain the third-party and Governmental Entity or GSSMME consents, approvals or other authorizations required in connection with the transactions contemplated by this Agreement, (ii) promptly make or cause to be made all filings and submissions required or deemed appropriate by either the Purchaser, on the one hand, or the Company or the Sellers, on the other hand, necessary in connection with the transactions contemplated by this Agreement under any Laws applicable to the Purchaser for the consummation of the transactions contemplated by this Agreement (including the HSR Act), each in materially complete form (with any updates or supplements thereto to follow promptly thereafter), (iii) coordinate and cooperate with the Company in exchanging such information and providing such assistance as the Company may reasonably request in connection with all of the foregoing and (iv) (x) supply promptly any additional information and documentary material that may be requested in connection with such filings, (y) make any further filings pursuant thereto that may be necessary, proper or advisable in connection therewith and (z) use commercially reasonable efforts to take all actions necessary to obtain all required clearances. The Purchaser or the Purchaser's counsel shall have primary control over submissions to and communications with and between any Governmental Entity or GSSMME relating to the third-party and Governmental Entity or GSSMME consents, approvals or other authorizations required in connection with the transactions contemplated by this Agreement. The Purchaser shall use commercially reasonable efforts to provide oral progress reports to the Company on a weekly basis (or as frequently as the parties may otherwise agree) with respect to matters relating to this Section 8.04.

(b) Without limiting the generality of the foregoing, as soon as practicable following the date hereof (and with respect to the HSR Filing, within seven (7) Business Days), the Purchaser shall make or cause to be made all filings and submissions required of the Purchaser under the HSR Act or other Laws applicable to the Purchaser for the consummation of the transactions contemplated herein. The

Purchaser shall cause the filings under the HSR Act to be considered for grant of "early termination." For the avoidance of doubt, all filing fees incurred in connection with the HSR Act shall be borne 50% by the Purchaser and 50% by the Company.

(c) The Purchaser shall promptly comply with any formal or informal additional requests for information, including requests for production of documents and production of witnesses for interviews or depositions by any Governmental Entities or GSSMME. The Purchaser shall also consult and cooperate with Company, and consider in good faith the views of the Company, in connection with, and provide to the Company in advance, any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto in connection with proceedings under or relating to the foregoing. Without limiting the foregoing, the Purchaser agrees to (i) give the Company reasonable advance written notice of all in-person meetings with any Governmental Entity or GSSMME relating to the foregoing and an opportunity to participate in each of such meetings, to the extent practicable and permitted by such Governmental Entity or GSSMME, (ii) give the Company reasonable advance written notice of substantive oral communications with any Governmental Entity or GSSMME relating to the effectuation of the transactions contemplated by this Agreement and an opportunity to participate in each of such meetings, to the extent practicable and permitted by such Governmental Entity or GSSMME, (iii) if any Governmental Entity or GSSMME initiates a substantive oral communication regarding the transactions contemplated by this Agreement, promptly notify the Company of the substance of such communication, to the extent permitted by such Governmental Entity or GSSMME, (iv) provide the Company with a reasonable advance opportunity to review and comment upon all written communications (including any analyses, presentations, memoranda, briefs, arguments, opinions and proposals) with a Governmental Entity or GSSMME regarding the effectuation of the transactions contemplated by this Agreement, to the extent permitted by such Governmental Entity or GSSMME, and the Company agrees to promptly, and in no event later than three (3) Business Days after its receipt thereof, provide to the Purchaser all comments of the Company with respect to such written communications, and (v) provide the Company with copies of all written communications to or from any Governmental Entity or GSSMME relating to the effectuation of the transactions contemplated by this Agreement. Any of the foregoing required disclosures or provision of copies to the Company may be made on an outside counsel basis if appropriate, as reasonably determined by the Purchaser after consultation with counsel.

(d) Without limiting the generality of the foregoing, if a Legal Proceeding is threatened or instituted by any Governmental Entity or GSSMME or any other entity challenging the validity or legality or seeking to restrain the consummation of the transactions contemplated by this Agreement, the Purchaser shall use its commercially reasonable efforts to avoid, resist, resolve or, if necessary, defend such Legal Proceeding. The Purchaser shall promptly and diligently pursue any or all of the following actions to the extent necessary to eliminate any concerns on the part of, or to satisfy any conditions imposed by, any Governmental Entity or GSSMME regarding the consummation of the transactions contemplated hereby: (i) resisting fully, vigorously and in good faith (including by the defense of Legal Proceedings) any request for, or the entry of, and seeking to have vacated or terminated, any order of any Governmental Entity or GSSMME that could restrain, prevent or delay the consummation of the transactions contemplated hereby, (ii) proposing and entering into good faith negotiations, providing information, making proposals and entering into and performing contracts or submitting to orders regarding (A) the sale, divestiture, licensing, holding separate or other disposition (and whether through the establishment of a trust or otherwise) of any assets, operations, businesses, divisions or customers (including, after the Closing, any of such items of the Company or any of its Subsidiaries) of the Purchaser or any of its Affiliates, and/or (B) the termination or modification of any contract or other business relationship, including the taking of any action that limits the freedom of action, of the Purchaser or any of its Affiliates and (iii) promptly taking and diligently pursuing all other actions and do all other things necessary and proper to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Entity or GSSMME or any other Person to the consummation of the transactions contemplated by this Agreement (collectively, an "Undertaking"). Notwithstanding anything to the contrary in this Section 8.04(d) or any other provision of this Agreement, the Purchaser shall not be required to commit to any Undertaking (and neither the Sellers nor the Company shall agree to any Undertaking without the Purchaser's prior written consent) that is reasonably expected to (i) be material to either (A) the business of the Company and its Subsidiaries, taken as a whole or (B) the benefits reasonably expected by the Purchaser to be derived from the transactions contemplated by this Agreement or (ii) affect any Permit of, require any action in respect of, or impose any limitation on, the Purchaser or its Affiliates (other than the Company and its Subsidiaries) in a manner that would adversely impact the Purchaser or any of its Affiliates, except to a de minimis extent.

(e) The Company and the Sellers shall cooperate in good faith with the Purchaser's activities pursuant to this Section 8.04.

Section 8.05 Conditions; Avoidance of Delays. The Purchaser shall use commercially reasonable efforts to cause the conditions set forth in Section 3.02 to be satisfied as soon as reasonably practicable following the date hereof, to cause the Closing to occur as expeditiously as reasonably practicable following the execution of this Agreement, and to consummate the transactions contemplated herein as soon as reasonably practicable after the satisfaction of the conditions set forth in Article III (other than those to be satisfied at the Closing itself, but subject to such conditions being able to be satisfied at the Closing). The Purchaser shall not be required to offer or grant or otherwise provide any accommodation (financial or otherwise) to any Person in connection with obtaining a consent or waiver for a Contract.

Section 8.06 Release. The Purchaser agrees that, effective as of the Closing Date, each of the Company and each of its Subsidiaries shall be deemed to have released and discharged each Seller and each Seller's Affiliates and their respective representatives (whether in such Person's capacity as a shareholder, director, officer, employee or otherwise) from any and all claims, demands and causes of action, whether known or unknown, liquidated or contingent, relating to or arising out of the dealings of the Company and such Person from the beginning of time through the Effective Time (but, for the avoidance of doubt, not to the extent arising from and after the Effective Time until the end of time), other than claims, demands and causes of action (i) arising under this Agreement (including any indemnity obligations under Article XII), the MSR Purchase Agreement or the Subservicing Agreement or (ii) against any Seller or any officer, director or employee of any Seller arising as a direct or indirect result of fraud committed by such officer, director or employee. The Purchaser acknowledges that the Laws of many states provide substantially the following: "A GENERAL RELEASE DOES NOT EXTEND TO

CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The Purchaser acknowledges that such provisions are designed to protect a Person from waiving claims which it does not know exist or may exist. Nonetheless, the Purchaser agrees that, effective as of the Closing, each of the Company and each of its Subsidiaries and the Purchaser shall be deemed to waive any such provision. The Purchaser further agrees that none of the Purchaser, the Company or any of the Company's Subsidiaries shall, or shall permit any Subsidiary thereof to, institute a lawsuit or other legal proceeding based upon, arising out of, or relating to any of the released claims.

Section 8.07 Access to Records and Employees after Closing.

(a) For a period of seven (7) years after the Closing Date, the Purchaser shall promptly (and in no case later than ten (10) Business Days after receipt of the applicable written notice, unless a longer period is otherwise specified in such notice) provide the Representative and each Seller and each of their respective Subsidiaries and their respective Representatives with reasonable access during normal business hours and upon reasonable written notice to the books and records of the Company and each of its Subsidiaries in respect of any pre-Closing periods, to the extent that such access may reasonably be requested in connection with matters relating to or affected by the operations of the Company or any of its Subsidiaries prior to the Closing Date, for preparation of such Person's financial reports or Tax Returns, any Tax audits, the defense or prosecution of Legal Proceedings (other than with respect to Legal Proceedings involving disputes between the Purchaser or its Affiliates, on the one hand, and the Sellers or their Affiliates, on the other hand); provided that, notwithstanding the foregoing, (i) such access does not unreasonably interfere with the normal operations of the Purchaser or any of its Affiliates (including the Company or any of its Subsidiaries) and (ii) nothing herein shall require the Purchaser to provide access to, or to disclose any information to, any Seller or its designated representatives if such access or disclosure would reasonably be expected to (A) waive any legal privilege or (B) be in violation of applicable Law or the provisions of any agreement to which the Purchaser, Company or any of its Subsidiaries is a party (provided that, in the case of clauses (A) and (B), the Purchaser shall use its commercially reasonable efforts to provide such access or make such disclosure (or as much of it as possible) in a manner that does not have such consequences). The Representative shall reimburse the Purchaser promptly for any reasonable out of pocket expenses incurred by the Purchaser or its Affiliates in complying with any request by or on behalf of the Sellers in connection with this Section 8.07(a).

ARTICLE IX

TERMINATION

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Purchaser and the Representative;

(b) by the Purchaser upon written notice to the Representative, if there has been a material violation or breach by the Company or the Sellers of any covenant, representation or warranty contained in this Agreement that has prevented or would prevent the satisfaction of any condition to the obligations of the Purchaser at the Closing and such violation or breach has not been waived by the Purchaser or, if curable, cured by the Company or the Sellers within twenty-five (25) days after receipt by the Company of written notice thereof from the Purchaser (except that no cure period shall be required for a breach that by its nature cannot be cured prior to the Outside Date, as the same may be extended pursuant to Section 9.01(d)); provided, however, that the Purchaser may not so terminate if it has materially breached this Agreement so as to cause any conditions set forth in Section 3.02 not to be satisfied;

(c) by the Representative upon written notice to the other parties hereto, if there has been a material violation or breach by the Purchaser of any covenant, representation or warranty contained in this Agreement that has prevented or would prevent the satisfaction of any condition to the obligations of the Sellers at the Closing and such violation or breach has not been waived by the Sellers or, if curable, cured by the Purchaser within twenty-five (25) days after receipt by the Purchaser of written notice thereof from the Representative (except that no cure period shall be required for a breach that by its nature cannot be cured prior to the Outside Date, as the same may be extended pursuant to Section 9.01(d)); provided that the Representative may not so terminate if it has materially breached this Agreement so as to cause any conditions set forth in Section 3.01 not to be satisfied;

(d) by the Purchaser or the Representative upon written notice to the other parties hereto, if the transactions contemplated hereby have not been consummated on or before October 31, 2018 (such date, the "Outside Date"); provided, that in the event that as of the Outside Date all of the conditions to the obligations of the parties to consummate the transactions contemplated by this Agreement contained in Section 3.01 and Section 3.02 (other than those closing conditions which are to be satisfied at the Closing itself, but subject to such conditions being capable of being satisfied at the Closing) have been satisfied or waived other than the condition set forth in Section 3.01(e) with respect to approval required by regulatory authorities (and such condition remains reasonably capable of being satisfied within the next ninety (90) days), then the Outside Date may be extended, at the Purchaser's option, for an additional ninety (90) days (an "Optional Purchaser Extension"); provided further that (i) the right to terminate this Agreement under this Section 9.01(d) shall not be available to any party hereto if it has materially breached this Agreement so as to prevent any condition set forth in Section 3.01, in the case of a purported termination by the Representative, or Section 3.02, in the case of a purported termination by the Purchaser, from being satisfied and (ii) if the satisfaction, or waiver by the appropriate party hereto, of all of the conditions contained in Article III (other than those conditions that by their terms or nature are to be satisfied at the Closing, but subject to such conditions being able to be satisfied at the Closing) occurs prior to the Outside Date (as may be extended pursuant to this Section 9.01(d)), then neither the Purchaser nor the Representative shall be permitted to terminate this Agreement pursuant to this Section 9.01(d) until the third (3rd) Business Day after the date on which the Closing Date would be required to occur pursuant to Section 2.01;

(e) by the Purchaser or the Representative, if any judgment, decree or judicial order having the effects set forth in Section 3.01(k) (with respect to a termination by the Purchaser) or Section 3.02(g) (with respect to a termination by the Representative) shall be in effect and shall have become final and unappealable; or

(f) by the Purchaser upon written notice to the Representative, if the Purchaser elects to exercise any of its rights of termination pursuant to and in accordance with Section 7 of Schedule 12.08.

Section 9.02 Effect of Termination. In the event this Agreement is terminated by either the Purchaser or the Representative as provided in Section 9.01, the provisions of this Agreement shall immediately become void and of no further force and effect (other than this Section 9.02, Article XIII and Article XIV and the Confidentiality Agreement), and there shall be no liability on the part of the Purchaser, the Company, the Sellers or the Representative to one another, except for with respect to Fraud or liabilities resulting from any intentional and material breaches prior to termination of representations, warranties, covenants or agreements set forth in this Agreement. For purposes of the preceding sentence, the failure of a party to comply with its obligations to consummate the Closing if and when required by Section 2.01 by reason of the unavailability of any financing arrangements shall be deemed a willful breach of this Agreement if such failure is not cured within three (3) Business Days' notice from the other party.

ARTICLE X

TAX MATTERS

Section 10.01 Tax Treatment. The Purchaser's purchase of the Securities pursuant to this Agreement shall be treated as a transaction described in Rev. Rul. 99-6 (Situation 2), and the Purchaser's purchase of the assets subject to the MSR Purchase Agreement shall be treated as a separate purchase of such assets, and the Purchaser and the Sellers shall treat such transaction consistently therewith except as required by Law.

Section 10.02 Transfer Taxes. The Sellers will pay, and will indemnify and hold the Purchaser harmless against, any transfer, documentary, sales, use, registration and real property transfer or gains tax, stamp tax, excise tax, stock transfer tax, or other similar Tax imposed, directly or indirectly, on the Company or the Purchaser as a result of the transactions contemplated by this Agreement (collectively, "Transfer Taxes"), and any penalties or interest with respect to the Transfer Taxes. The party that is required by applicable Law to make the filings, reports or returns with respect to any applicable Transfer Taxes shall do so on a timely basis. Each party agrees to cooperate with the other parties in the filing of any returns with respect to the Transfer Taxes, including by promptly supplying any information in its possession that is reasonably necessary to complete such returns.

Section 10.03 Tax Sharing Agreements. Any and all existing Tax sharing, indemnity, allocation or similar agreements between the Company or any of its Subsidiaries, on the one hand, and any Affiliate of the Company other than one of its Subsidiaries, on the other hand, shall be terminated and all payables and receivables arising thereunder shall be settled, in each case prior to the Closing Date. After the Closing Date, neither the Company nor any of its Subsidiaries shall have any further rights or liabilities thereunder or under any payables or receivables arising thereunder.

Section 10.04 Apportionment of Taxes. For purposes of allocating under this Agreement any Taxes with respect to a Straddle Period between the Pre-Closing Tax Period and the Post-Closing Tax Period:

(a) In the case of property Taxes and other similar Taxes imposed on a periodic basis, the amount attributable to the portion of the Straddle Period ending as of the end of the day of the Closing Date shall be determined by multiplying the Taxes for the entire Straddle Period by a fraction, the numerator of which is the number of calendar days in the portion of the period ending as of the end of the day on the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period.

(b) In the case of all other Taxes (including income Taxes, employment Taxes, and sales and use Taxes) the amount attributable to the portion of the Straddle Period ending as of the end of the day on the Closing Date shall be determined as if the Company or any Subsidiary thereof, as applicable, filed a separate Tax Return with respect to such Taxes for the portion of the Straddle Period ending on as of the end of the day on the Closing Date using a "closing of the books" methodology. For purposes of this Section 10.04(b), any item determined on an annual or periodic basis (including amortization and depreciation deductions and the effects of graduated rates) shall be allocated to the portion of the Straddle Period ending as of the end of the day on the Closing Date based on the relative number of days in such portion of the Straddle Period as compared to the number of days in the entire Straddle Period.

Section 10.05 Filing of Tax Returns.

(a) Subject to Section 10.05(b), the Purchaser shall prepare (or cause to be prepared) and filed all Tax Returns of the Company and its Subsidiaries required to be filed after the Closing Date. In the case of any such Tax Return relating to a Pre-Closing Tax Period or a Straddle Period for which the Sellers may have an indemnification obligation under Article XII, the Purchaser shall provide such Tax Returns to the Representative for review and reasonable comment at least thirty (30) days prior to the filing of such Tax Return. The Representative shall provide any comments on such Tax Returns to the Purchaser in writing within ten (10) days of the Representative's receipt of such Tax Returns (and if it does not, it shall be deemed to have approved of such Tax Returns). Any disputes regarding such Tax Returns that cannot be resolved by the parties shall be resolved by the Independent Accounting Firm.

(b) In the case of Pass-Through Tax Returns for the Company or any Subsidiary that are filed after the Closing Date with respect to a Pre-Closing Tax Period or Straddle Period, the Representative shall prepare such Tax Returns in a manner consistent with the

past practice of the Company and its Subsidiaries at the Sellers' expense, except as otherwise required by Law. The Representative shall provide such Tax Returns to the Purchaser for review and reasonable comment at least thirty (30) days prior to the filing of such Tax Returns. The Purchaser shall provide any comments on such Tax Returns to the Representative in writing within ten (10) days of the Purchaser's receipt of such Tax Returns (and if it does not, it shall be deemed to have approved of such Tax Returns). Any disputes regarding such Tax Returns that cannot be resolved by the parties shall be resolved by the Independent Accounting Firm.

(c) With respect to each Subsidiary of the Company that is a partnership for U.S. federal income tax purposes, to the extent permitted by Law and the organizational documents of such Subsidiary, the Company, the Sellers and the Purchaser shall cooperate to cause such Subsidiary to make (or, to the extent already made, to maintain in effect) an election under Section 754 of the Code with respect to the taxable year that includes the Closing.

Section 10.06 Tax Contests.

(a) After the Closing, except as provided in clause (b) of this Section 10.06, the Purchaser shall control the conduct, through counsel of its own choosing, of any audit, claim for refund or administrative or judicial proceeding involving any asserted Tax Liability or refund with respect to the Company or its Subsidiaries (any such audit, claim for refund or proceeding relating to an asserted Tax Liability referred to herein as a "Tax Contest"). In the case of a Tax Contest that could affect the indemnification obligations of the Sellers under this Agreement, the Representative shall have a right to participate in such Tax Contest to the extent permitted by Law and at its own expense, and the Purchaser shall not settle or compromise such Tax Contest without the consent of the Representative, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, the Representative shall not have the right to consent to a settlement or compromise under this Section 10.06 except to extent the Representative has first acknowledged in writing that the Sellers have an indemnification obligation with respect to the Taxes for which the participation, settlement or compromise relate.

(b) In the case of a Tax Contest after the Closing that relates solely to a Pass-Through Tax Return for a period ending on or before the Closing Date, the Representative shall control the conduct of such Tax Contest but shall not be able to settle or compromise any such Tax Contest without the consent of the Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 10.07 Purchase Price Adjustments; Other Tax Treatment. For all relevant Tax purposes, the Purchaser and the Sellers agree, unless otherwise required under applicable Law, to treat (a) all indemnification payments under this Agreement (including amounts recovered pursuant to Article XII), any adjustments under Section 1.03, and any Earnout Payments paid pursuant to this Agreement for the benefit of the Sellers as adjustments to the consideration payable hereunder, and (b) any Earnout Payments paid pursuant to this Agreement for the benefit of the Company LTIP as compensation to the applicable Person.

Section 10.08 Cooperation. The Purchaser and the Sellers shall (and shall cause their respective Affiliates to) use commercially reasonable efforts to: (a) assist in the preparation and timely filing of any Tax Return of the Company or its Subsidiaries, (b) assist in any audit or other proceeding with respect to Taxes or Tax Returns of such Person (whether or not a Tax Contest), (c) make available any information, records, or other documents relating to any Taxes or Tax Returns of such Person, (d) provide any information necessary or reasonably requested to allow the Purchaser or the applicable Person to comply with any information reporting or withholding requirements contained in the Code or other Laws, and (e) provide certificates or forms, and timely execute any Tax Return, that are necessary or appropriate to establish an exemption for (or reduction in) any Tax relating to the Company, its Subsidiaries, or the transactions contemplated by this Agreement.

Section 10.09 Purchase Price Allocation. For all applicable tax purposes, the consideration payable hereunder (taking into account all applicable liabilities to the extent required for applicable Tax purposes) shall be allocated among the assets held by Company and its Subsidiaries as of the Closing, and the consideration payable under the MSR Purchase Agreement shall be allocated among the assets purchased by the Purchaser thereunder, in each case in the manner determined by the Purchaser in good faith (after consultation in good faith with the Representative). Appropriate adjustments to such purchase price allocations shall be made to reflect adjustments to the purchase price hereunder or adjustments to the purchase price under the MSR Purchase Agreement, as applicable, in each case as determined by the Purchaser in good faith (subject, in each case, to the written consent of the Representative, which shall not unreasonably withheld, conditioned or delayed provided that the Purchaser has timely consulted with the Representative with respect to the proposed adjustment). Except as required by Law, the parties agree for all relevant Tax reporting purposes to report the transactions in accordance with such purchase price allocations, as so adjusted.

Section 10.10 Survival. Notwithstanding anything to the contrary in Article XII, the indemnification obligations of the Sellers in respect of Indemnified Taxes under Section 12.02(a)(iii) shall survive until sixty (60) days following the expiration of the statute of limitations applicable to the relevant Taxes or other Losses.

ARTICLE XI

ADDITIONAL COVENANTS

Section 11.01 Restrictive Covenants.

(a) As further consideration for the purchase and sale of the Securities and the other transactions contemplated hereby, each of Ranieri Partners, Shelter Mortgage Acquisition Corp. ("SMAC"), and WLR SC-Financing Conduit LLC ("WLR") agrees that, during the period from the Closing until the eighteen (18) month anniversary of the Closing Date, such Seller shall not, and, such Seller shall cause its members, managers, officers, directors and employees not to, on behalf of such Seller, for its own account or on behalf of any other

Person, directly or indirectly, own, manage, operate, control, be employed or retained by or render services to (whether as a consultant, independent contractor or otherwise) any Person engaged in the Business, provided (but subject in all cases to Section 11.02) that (i) the activities set forth on Schedule 11.01(a) are exempted from the restrictions contained in this Section 11.01(a), and (ii) nothing herein shall restrict passive ownership of not more than five percent (5%) of the securities of a publicly traded company or serving on the board of directors or similar governing body of a publicly traded company.

(b) As further consideration for the purchase and sale of the Securities and the other transactions contemplated hereby, each of Ranieri Partners, SMAC, and WLR agrees that, during the period from the Closing until the three (3) year anniversary of the Closing Date (the "Restricted Period"), such Seller shall not, and such Seller shall cause its Restricted Affiliates and its and their respective members, managers, officers, directors and employees not to, on behalf of such Seller or Restricted Affiliates, for its own account or on behalf of any other Person, directly or indirectly:

(i) solicit, aid or induce any employee, full-time consultant, representative or agent of the Company or of any of its Subsidiaries to leave such employment or retention or to accept employment with or render services to or with any other Person, or hire or retain any such employee, consultant, representative or agent, or take any action to materially assist or aid any other Person in identifying, hiring or soliciting any such employee, consultant, representative or agent, provided, that the restrictions contained in this Section 11.01(b)(i) shall not apply to (but subject in all cases to Section 11.02) (A) general solicitations via newspaper advertisements and other customary employment advertising media not targeted at employees or consultants of the Company or any of its Subsidiaries (or to the hiring or employment of an individual who responds to such a solicitation or advertising), (B) any such current or former employee or consultant of the Company or any of its Subsidiaries who directly contacts such Seller or such Seller's respective Restricted Affiliates for employment or engagement without any encouragement or enticement by such Seller or such Seller's respective Restricted Affiliates or (C) the provision of an employment reference;

(ii) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company or any of its Subsidiaries and any of the Persons set forth on Schedule 11.01(b)(ii) (the "Mortgage Joint Ventures"); or

(iii) except in the ordinary course of such Seller's and its Restricted Affiliate's respective businesses to the extent unrelated to the Business, take any action to solicit, or permit or authorize any solicitation of, any Person who is a customer or client of the Company, or who has a substantially similar relationship with the Company, including Mortgagors or any subservicing client (collectively, the "Customers"), or disclose or make available or accessible information regarding Customers to any Person, including any third party originators or directors, shareholders or any Persons affiliated therewith, that would facilitate such solicitation; provided, the (A) advertising and promotions undertaken by such Seller or any Restricted Affiliate of such Seller which are directed to the general public at large or segments thereof that do not target Customers, including mass mailing based on commercially acquired mailing lists, newspaper, radio and television advertisements, or responding to an unsolicited inquiry from Customers, and (B) the origination of Mortgage Loans through such Seller's, or such Seller's Restricted Affiliates', third party originations business channel shall not constitute solicitation under this Section 11.01(b)(iii) so long as such third party originator did not source the related Mortgagor for refinancing based on information regarding such Mortgagor or the related Mortgage Loan that was provided or made available or accessible by such Seller or Restricted Affiliates, as applicable (but subject in all cases to Section 11.02).

(c) As further consideration for the purchase and sale of the Securities and the other transactions contemplated hereby, JC Faulkner ("Faulkner") agrees that, during the Restricted Period, Faulkner shall not, and Faulkner shall cause his Restricted Affiliates and his and their respective members, managers, officers, directors and employees (it being understood that Spring Equity, LLC and its Subsidiaries are considered to be Affiliates of Faulkner for the purposes of this Agreement) not to, for his or its own account or on behalf of any other Person, on behalf of Faulkner, directly or indirectly:

(i) solicit, aid or induce any employee, full-time consultant, representative or agent of the Company or of any of its Subsidiaries to leave such employment or retention or to accept employment with or render services to or with any other Person, or hire or retain any such employee, consultant, representative or agent, or take any action to materially assist or aid any other Person in identifying, hiring or soliciting any such employee, consultant, representative or agent, provided, that the restrictions contained in this Section 11.01(c)(i) shall not apply to (but subject in all cases to Section 11.02) (A) general solicitations via newspaper advertisements and other customary employment advertising media not targeted at employees or consultants of the Company or any of its Subsidiaries (or to the hiring or employment of an individual who responds to such a solicitation or advertising), (B) any such current or former employee or consultant of the Company or any of its Subsidiaries who directly contacts Faulkner or Faulkner's Restricted Affiliates for employment or engagement without any encouragement or enticement by Faulkner or Faulkner's Restricted Affiliates or (C) the provision of an employment reference; or

(ii) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company or any of its Subsidiaries and any of the Mortgage Joint Ventures.

(d) As further consideration for the purchase and sale of the Securities and the other transactions contemplated hereby, Faulkner agrees that, during the period from the Closing until the two (2) year anniversary of the Closing Date, Faulkner shall not, and Faulkner shall cause his Restricted Affiliates and his and their respective members, managers, officers, directors and employees (it being understood that Spring Equity, LLC and its Subsidiaries are considered to be Affiliates of Faulkner for the purposes of this Agreement) not to, for his or its own account or on behalf of any other Person, on behalf of Faulkner or his Restricted Affiliates, directly or indirectly, except in the ordinary course of Faulkner's and his Restricted Affiliate's respective businesses to the extent unrelated to the Business, take any action to solicit, or permit or authorize any solicitation of, any Mortgagors (in each case, to the extent it is known (or reasonably should have been

known following due inquiry) by Faulkner or any member of management of his Restricted Affiliates); provided, the (A) advertising and promotions undertaken by Faulkner or any Affiliate of Faulkner which are directed to the general public at large or segments thereof that do not target Mortgagors (in each case, to the extent it is known (or reasonably should have been known following due inquiry) by Faulkner or any member of management of his Restricted Affiliates), including mass mailing based on commercially acquired mailing lists, newspaper, radio and television advertisements, or responding to an unsolicited inquiry from Mortgagors, and (B) the origination of Mortgage Loans through Faulkner's or his Restricted Affiliate's third party originations business channel shall not constitute solicitation under this Section 11.01(d) so long as such third party originator did not source the related Mortgagor for refinancing based on information regarding such Mortgagor or the related Mortgage Loan that was provided or made available or accessible by Faulkner or his Restricted Affiliate (but subject in all cases to Section 11.02).

(e) Each Seller acknowledges and agrees, in connection with the restrictions in this Article XI that (i) the relevant market for the Business or the Earnout Business, as applicable, is nationwide in scope, there exists intense nationwide competition for the products and services of the Company, and that the covenants in this Article XI impose a reasonable restraint in light of the activities and business of the Purchaser, such Seller and the Company and their respective Affiliates on the date of this Agreement and the current plans of the Purchaser, such Seller and the Company and their respective Affiliates; (ii) it is the intention of the parties that the entire goodwill of the Company and its Subsidiaries and the Business or the Earnout Business, as applicable, be transferred to the Purchaser as part of the transactions contemplated hereby, including the goodwill existing between the Company and its Subsidiaries, on the one hand, and their respective clients, customers, suppliers, agents, employees, consultants, and other persons under contract or otherwise associated or doing business with them, on the other hand; (iii) that the Sellers and the Purchaser explicitly considered the value of the goodwill to be transferred and that such goodwill is valued as a component of the consideration to be paid by the Purchaser pursuant to the terms hereof; (iv) that the covenants set forth in this Article XI are a material and substantial part of the transactions contemplated hereby (supported by adequate consideration), and the Purchaser's failure to receive the entire goodwill contemplated hereby would have the effect of significantly reducing the value of the Securities, the Business, the Earnout Business and/or Company and its Subsidiaries to the Purchaser; and (v) the covenants set forth in this Article XI have been included herein as a condition and inducement to the Purchaser's willingness to enter into this Agreement.

(f) In the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth in this Article XI are unreasonable, then such restrictions shall enforced to the fullest extent which the court finds reasonable and this Agreement shall thereby be reformed.

(g) Each of the Sellers acknowledges that the other parties will be irreparably harmed and that there will be no adequate remedy at law for any violation by any party of any of the covenants or agreements contained in this Article XI. It is accordingly agreed that, without limiting the provisions of Section 14.18, in addition to any other remedies which may be available upon the breach of any such covenants or agreements, each party hereto shall have the right to injunctive relief to restrain a breach or threatened breach of, or otherwise to obtain specific performance of, the other parties' covenants and agreements contained in this Article XI, in any court of the United States or any state thereof having jurisdiction over the parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity. Without limiting the generality of the foregoing, in the event that (i) the terms of Section 11.01(b)(iii) or Section 11.01(d) have been breached and any affected Mortgage Loan is refinanced or prepaid in full and (ii) the servicing rights to such Mortgage Loan are owned by the Company and its Subsidiaries or Purchaser and its Subsidiaries, then the Losses recoverable by the Purchaser Indemnified Parties pursuant to Article XII (solely with respect to a breach of Section 11.01(b)(iii) or Section 11.01(d)) shall be in an amount equal to the Servicing Rights Repurchase Price (as defined in the MSR Purchase Agreement).

(h) Each of the covenants in this Article XI shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of the Company or any Seller against the Purchaser or its Affiliates, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Purchaser of such covenants. The parties expressly acknowledge that the terms and conditions of this Article XI are independent of the terms and conditions of any other agreements including any employment agreements entered into in connection with this Agreement. It is specifically agreed that the periods set forth in this Article XI during which the agreements and covenants made in this Article XI shall be effective shall be computed by excluding from such computation any time during which the Person bound by such agreement or covenant is found by a court of competent jurisdiction to have been in violation of any provision of this Article XI. The covenants contained in this Article XI shall not be affected by any breach of any other provision hereof by any party hereto.

Section 11.02 Confidentiality; Certain Obligations.

(a) (i) With respect to the non-disclosure restrictions in this Section 11.02, during the period from the Closing until the seven (7) year anniversary of the Closing Date and (y) with respect to the non-use restrictions in this Section 11.02, from and after the Closing, except as otherwise expressly permitted or required by this Agreement, each Seller shall, and shall cause its Restricted Seller Parties to, keep confidential and not use for their benefit or the benefit of any other Person any and all confidential information of the Purchaser, the Company and their respective Affiliates (including, for the avoidance of doubt, all customer lists and lead databases), and shall use the same degree of care to prevent the unauthorized disclosure of such information as such party had used prior to the date hereof; provided that disclosure of any such information shall be permitted to the extent required by Law or, in the case of the Representative, as necessary in connection with the preparation or filing by the Representative of any Straddle Period Tax Returns or Pass-Through Tax Returns pursuant to Section 10.05(b); provided, further, that in the event of any such required disclosure (except with respect to any routine audit or examination conducted by bank accountants or any Governmental Entity exercising examination or regulatory authority and that is not otherwise targeted at the transactions contemplated by this Agreement or the Purchaser or its Affiliates) to the extent permitted by Law, the disclosing party shall promptly notify the Purchaser and the Company and use its commercially reasonable efforts to preserve the confidentiality of the confidential

information so disclosed, including by reasonably cooperating with the Purchaser, the Company and their respective Affiliates in attempting to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded such confidential information. For the avoidance of doubt, and without limiting the foregoing, the pricing and other material economic and noneconomic terms and conditions of any Material Contract containing subservicing obligations shall be deemed confidential information of the Company and its Subsidiaries. For the avoidance of doubt, from and after the date hereof, none of the Sellers or any Restricted Seller Party may disclose any confidential information of the Company or its Subsidiaries to any of such Person's Affiliates.

(b) Each Seller agrees to be responsible for any breach of or non-compliance with this Agreement by its Seller Parties (in addition to and not in limitation of the rights and remedies the Purchaser shall have against such Persons) as if such breach or non-compliance constituted a breach of such Seller's corresponding covenants hereunder, and shall take such actions (including initiating Legal Proceedings and cooperating with the Purchaser in respect of the same) that are reasonably requested by the Purchaser to restrain such Seller's Seller Parties from any breach or threatened breach.

Section 11.03 Release. Except for the terms of this Agreement that expressly apply in respect of periods after the Closing and except for the rights set forth in Schedule 11.03, effective upon the Closing, each of the Seller Parties hereby irrevocably waives, acquits, remises, discharges and forever releases the Company and its Subsidiaries and their respective directors, officers and employees from any and all liabilities and obligations to such Seller Party of any kind or nature whatsoever, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown, matured or unmatured or determined or determinable, and whether arising under any Law, contract, agreement, arrangement, commitment, undertaking or understanding, whether written or oral or otherwise at law or in equity, and each of the Seller Parties hereby agrees that it shall not seek to recover any amounts in connection therewith or thereunder from the Company or its Subsidiaries or their respective directors, officers and employees. Each Seller acknowledges that the Laws of many states provide substantially the following: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Each Seller acknowledges that such provisions are designed to protect a Person from waiving claims which it does not know exist or may exist. Nonetheless, each Seller agrees that, effective as of the Closing, each of the Seller Parties shall be deemed to waive any such provision. Each Seller further agrees that none of such Seller's Seller Parties shall institute a lawsuit or other legal proceeding based upon, arising out of, or relating to any of the released claims.

Section 11.04 Non-Compete Election. Prior to the Closing, at the Purchaser's election, the Company shall take all action necessary to provide for the election of the maximum duration of the non-competition covenant contained in each of the employment agreements set forth on Schedule 11.04.

ARTICLE XII

INDEMNIFICATION

Section 12.01 Survival. Subject to Section 10.10, (a) the representations and warranties (other than the representations and warranties contained in Sections 4.14 and 4.17 and Fundamental Reps) and the covenants and agreements (other than any covenant or agreement that, by its terms, provides for performance, in whole or in part, following the Closing Date) set forth in this Agreement shall terminate on the Indemnification Holdback Expiration Date, (b) the representations and warranties contained in Section 4.14 shall survive until the third anniversary of the Closing Date, (c) the representations and warranties contained in Section 4.17 shall survive until sixty (60) days following the expiration of the applicable statute of limitations and (d) Fundamental Reps shall survive indefinitely (as applicable, the "Survival Period"); provided that if a claim made under this Agreement is pending at the termination of the Survival Period with respect to a breach of any such representation, warranty or covenant, such representation, warranty or covenant shall survive with respect to such claim until the final resolution of such claim. No claim for indemnification hereunder for breach of any such representations, warranties or covenants may be made after the termination of the applicable Survival Period. Each covenant and agreement contained herein that, by its terms, provides for performance, in whole or in part, following the Closing Date shall survive the Closing in accordance with its terms. The parties specifically and unambiguously intend that the survival periods that are set forth in this Section 12.01 shall replace any statute of limitations that would otherwise be applicable.

Section 12.02 Indemnification by the Sellers.

(a) From and after the Closing (but subject to the provisions of this Article XII), each of the Sellers shall severally, but not jointly, indemnify the Purchaser, the manager of Purchaser Parent and any of their respective Affiliates and each of the Purchaser's, such manager's and their respective Affiliates' respective officers, directors, control persons, employees, equityholders, representatives, permitted assigns and successors (individually, a "Purchaser Indemnified Party" and collectively, the "Purchaser Indemnified Parties") and hold them harmless against any Losses which the Purchaser Indemnified Parties may suffer or incur in connection with, resulting from or arising out of: (i) any nonfulfillment or breach by such Seller or the Company of any covenant or agreement set forth herein, or in any Exhibit, Schedule or certificate delivered by or on behalf of the Company or such Seller hereunder (excluding in all cases any nonfulfillment or breach of the Company that occurs after the Closing); (ii) any misrepresentation, breach or inaccuracy of any representation or warranty of the Company or such Seller set forth herein or in any Exhibit, Schedule or certificate delivered by or on behalf of the Company or such Seller hereunder; (iii) any Indemnified Taxes; and (iv) any Specified Liabilities. Except for (x) Fraud, (y) claims arising from a breach of a covenant or agreement, or (z) claims arising from a breach of a Fundamental Rep, any indemnification pursuant to this Section 12.02 shall be recovered (A) first from the Indemnification Holdback Fund, then (B) if the amount to be recovered exceeds the remaining amount of the Indemnification Holdback Fund not already subject to pending claims, by deducting such amount from any applicable and unpaid Earnout Payment otherwise payable pursuant to Schedule A (which deduction shall be in full satisfaction of the Sellers' obligation to such Purchaser

Indemnified Party in respect of such deducted amounts and in full satisfaction of the Purchaser's obligation to the Sellers in respect of such portion of such Earnout Payment) (it being agreed that, with respect to indemnification in respect of the matters described in the foregoing clauses (x), (y) and (z), the sources of recovery in the foregoing clauses (A) and (B) shall constitute non-exclusive sources of recovery). Without limiting the Purchaser Indemnified Parties' right to recovery pursuant to the foregoing, indemnification pursuant to clauses (i), (ii) or (iv) above (in each case, solely to the extent relating to or arising from the matters described on Schedule 12.08) may, at the Purchaser's option, be recovered from the remaining amount of the Special Temporary Holdback Fund.

(b) Notwithstanding the foregoing Section 12.02(a), except for (x) Fraud or (y) claims arising from a breach of a Fundamental Rep, no claims by the Purchaser Indemnified Parties under clauses (ii), (iii) or (iv) (other than Transaction Expenses) of Section 12.02(a) shall be so asserted (i) unless and until the aggregate amount of Losses that would otherwise be payable hereunder exceeds on a cumulative basis an amount equal to the Basket, and then the Sellers shall be obligated to indemnify the Purchaser Indemnified Parties with respect to the aggregate amount of all Losses in excess of the Basket (but subject to the other limitations contained herein), and (ii) unless and until the applicable claim or series of related claims for which a Purchaser Indemnified Party otherwise would be entitled to indemnification exceeds $50,000. Except for Fraud, no claims arising from a breach of a Fundamental Rep shall be asserted by any Purchaser Indemnified Party against any Seller with respect to Losses in excess of the portion of the purchase price (including any Earnout Payments) actually received (or deemed received) by such Seller. Additionally, except in the case of (A) Fraud committed by Faulkner or (B) Fraud by the Company or any of its Subsidiaries in which Faulkner actively participated, in no event shall any Purchaser Indemnified Party be entitled to indemnification from Faulkner with respect to Losses of any kind (including, by way of example and not limitation, those arising under clauses (i), (ii), (iii) or (iv) of Section 12.02(a)) in excess of the portion of the purchase price (including any Earnout Payments) actually received (or deemed received) by Faulkner.

(c) For purposes of determining (x) whether there has been a breach requiring the Sellers to indemnify as provided in clause (ii) of Section 12.02(a) and (y) the Losses with respect thereto, each representation and warranty made by the Company or the Sellers (other than those set forth Section 4.06(a)) shall be deemed to have been made without any qualifications or limitations as to materiality or knowledge (including any qualifications or limitations made by reference to a Material Adverse Effect).

(d) Notwithstanding a party's knowledge of any breach by the other party of any representation, warranty, covenant or agreement contained in this Agreement (and regardless of how the non-breaching party shall have acquired such knowledge), the non-breaching party shall have the right to consummate the transactions provided for herein, and all of the non-breaching party's rights and remedies with respect to such breach shall be preserved without regard to its knowledge of such information, it being agreed that each party, in entering into this Agreement, has bargained for the correctness of each representation, warranty, covenant and agreement of the other parties contained herein.

(e) If a party hereto is entitled to bring a claim under more than one provision of this Section 12.02, as the case may be, such party may choose in its sole and absolute discretion the provision or provisions under which it seeks indemnification.

(f) The Purchaser Indemnified Parties shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one Loss.

Section 12.03 Indemnification by the Purchaser.

(a) From and after the Closing (but subject to the provisions of this Article XII), the Purchaser shall indemnify the Sellers and any of their Affiliates and each of the Sellers' and their Affiliates' respective officers, directors, control persons, employees, equityholders, representatives, permitted assigns and successors (individually, a "Seller Indemnified Party" and collectively, the "Seller Indemnified Parties") and hold them harmless against any Losses which the Seller Indemnified Parties may suffer or incur in connection with, resulting from or arising out of: (i) any nonfulfillment or breach of any covenant or agreement set forth herein by the Purchaser or in any Exhibit, Schedule or certificate delivered by or on behalf of the Purchaser hereunder; and (ii) any misrepresentation, breach or inaccuracy of any representation or warranty of the Purchaser set forth herein or in any Exhibit, Schedule or certificate delivered by or on behalf of the Purchaser hereunder. Any indemnification pursuant to this Section 12.03 shall be delivered to the Representative by wire transfer of immediately available funds to the Representative's account within five (5) days after the final determination thereof.

(b) Notwithstanding the foregoing Section 12.03(a), except for (x) Fraud or (y) claims arising from a breach of a Fundamental Rep, no claims by the Sellers under clause (ii) of Section 12.03(a) shall be so asserted unless and until the aggregate amount of Losses that would otherwise be payable hereunder exceeds on a cumulative basis an amount equal to the Basket, and then the Purchaser shall be obligated to indemnify the Seller Indemnified Parties with respect to the aggregate amount of all Losses in excess of the Basket.

(c) Except for in respect of claims of (x) Fraud, (y) claims arising from a breach of a Fundamental Rep and (z) claims arising under Section 12.03(a)(ii) that relate to or arise from any breach or nonfulfillment of the Purchaser's covenants and agreements, including, for the avoidance of doubt, to indemnify, pay, reimburse or deliver funds to any Seller (or the Representative) under Section 1.03, Section 7.07 or Section 7.11, the aggregate indemnification obligations of the Purchaser under Section 12.03(a) shall be limited an amount equal to the sum of (i) the Indemnification Holdback Amount and (ii) the aggregate amount of Earnout Payments.

(d) The Seller Indemnified Parties shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one Loss.

Section 12.04 Defense of Third-Party Claims.

(a) Any Person making a claim for indemnification under Section 12.02 or Section 12.03 (an "Indemnitee") shall notify the indemnifying party (an "Indemnitor"), if applicable, of the claim in writing promptly after receiving written notice of any Legal Proceeding or other claim against it by a third party (each, a "Third Party Claim"), describing such Third Party Claim, the amount thereof (if known and quantifiable) and the basis thereof; provided, however, that any failure by such Indemnitee to give such notice promptly will not relieve the Indemnitor of any of its indemnification obligations hereunder unless and only to the extent the Indemnitor is materially prejudiced by such failure or as provided in Section 12.01.

(b) Any Indemnitor shall be entitled to participate in the defense of such Third Party Claim or other claim giving rise to an Indemnitee's claim for indemnification at such Indemnitor's expense, and at its option shall be entitled to assume the defense thereof (but only if (x) the Indemnitor acknowledges its indemnity obligation hereunder, subject to the terms and conditions of this Article XII, and indemnifies and holds such Indemnitee harmless from, against and in respect of, and pays to such Indemnitee, the full amount of any Losses arising out of, relating to or resulting therefrom (to the extent indemnifiable hereunder) and (y) (i) the Legal Proceeding or claim does not relate to, or arise in connection with any criminal Legal Proceeding, indictment or allegation or any material regulatory Legal Proceeding, (ii) the Legal Proceeding or claim does not seek injunctive or other equitable relief against the Indemnitee and (iii) the amount of Losses reasonably expected to arise out of, relate to or result therefrom is not reasonably expected to be materially higher than the amount of indemnification reasonably expected to be recovered from the Indemnitor (including after taking into account the express limitations under Article XII and the amount of funds available in the Indemnification Holdback Fund or through any reasonably expected but unpaid Earnout Payment and available for off-set pursuant to Schedule A); provided that (x) any Indemnitor shall continue to be entitled to assert any limitation on any claims contained herein and (y) the applicable Indemnitee shall be entitled to participate (but not control or make decisions related thereto) in the defense of such claim and to employ one counsel of its choice for such purpose at such Indemnitee's expense; provided further that if such Indemnitee's counsel advises that there are issues that raise actual or potential conflicts of interest between such Indemnitor and such Indemnitee, or such Indemnitee has different or additional material defenses available to it, then such Indemnitee shall be entitled to participate (and such Indemnitor shall not have the right to control or make decisions on behalf of such Indemnitee related thereto) in the defense of such claim and to employ one counsel of its choice for such purpose. If any Indemnitor shall control the defense of any such claim then such Indemnitor shall be entitled to settle such claim and the Indemnitee shall agree to such settlement; provided, that, such Indemnitor shall (A) obtain the prior written consent of the applicable Indemnitee before entering into any settlement of a claim or ceasing to defend such claim if, pursuant to or as a result of such settlement or cessation, injunctive or other equitable relief will be imposed against such Indemnitee, if such settlement would require any admission of guilt or wrongdoing, or if such settlement does not expressly and unconditionally release such Indemnitee from all liabilities and obligations with respect to such claim without prejudice, and (B) indemnify and hold such Indemnitee harmless from, against and in respect of, and pay to such Indemnitee, the full amount of any Losses arising out of, relating to or resulting from such settlement. Whether or not the Indemnitor assumes the defense of a Third Party Claim, the Indemnitee shall not admit any liability with respect to or settle such Third Party Claim without the Indemnitor's prior written consent (not to be unreasonably withheld, delayed or conditioned).

(c) The Indemnitee and the Indemnitor shall cooperate in order to ensure the proper and adequate defense of a Third Party Claim, including by providing reasonable access to each other's relevant books and records, by preserving such books and records and by making employees and representatives available on a mutually convenient basis during normal business hours to provide additional information and explanation of any material provided hereunder, subject in any event to the limitations on access set forth in Sections 7.02 and 8.07, as applicable. The Indemnitee and the Indemnitor shall use commercially reasonable efforts to avoid production of confidential information (consistent with applicable Law), and to cause all communications among employees, counsel and others representing any party to a Third Party Claim to be made so as to preserve any applicable attorney-client or work-product privileges.

(d) Notwithstanding the foregoing, to the extent that Section 10.06 and this Section 12.04 conflict, Section 10.06 shall govern with respect to the matters described therein.

Section 12.05 First-Party Claims. Each Indemnitee shall assert any claim on account of any Losses which do not result from a Third Party Claim (a "Direct Claim") by giving the Indemnitor written notice thereof reasonably promptly (and, in any event, no later than thirty (30) days following the Indemnitee's discovery of the applicable Losses reasonably likely to give rise to a claim under this Article XII). Such notice by the Indemnitee shall describe the Direct Claim in reasonable detail, include copies of all available material written evidence thereof and indicate the estimated amount, if reasonably practicable, of Losses that have been or may be sustained by the Indemnitee; provided, however, that the failure to timely give such notice following such discovery shall not affect the rights of an Indemnitee hereunder (a) unless such failure has a materially prejudicial effect on the defenses or other rights available to the Indemnitor with respect to such Direct Claim or on the Indemnitor's ability to mitigate such Direct Claim or (b) unless the indemnification obligations are materially increased as a result of such failure.

Section 12.06 Determination of Loss Amount.

(a) Notwithstanding anything herein to the contrary, the Sellers shall not be required to indemnify the Purchaser for any Losses pursuant to Section 12.03(a) to the extent that such Losses do not exceed the amount of the reserves established on the Final Closing Statement with respect to the matters giving rise to such Losses.

(b) The amount of any Loss subject to indemnification under Section 12.02 or Section 12.03 shall be calculated net of any insurance proceeds or any indemnity, contribution or other similar payment actually paid to an Indemnitee from any third party with respect thereto, it being acknowledged and agreed that (i) the amount of insurance actually paid shall be reduced by the amount of any actual increase in the premiums payable by such Indemnitee which directly results from the matter giving rise to such indemnification claim and (ii) such Indemnitee shall use commercially reasonable efforts to make and pursue all applicable claims under applicable insurance policies other than self-insurance policies but shall have no obligation to engage in litigation in connection therewith. In the event that an insurance or

other recovery is made by any Indemnitee with respect to any Loss for which any such Person has been indemnified hereunder, then a refund equal to the lesser of (x) the amount of the recovery (net of any expenses incurred by such Indemnitee in obtaining such recovery, and net of any insurance policy premium increases and deductible expenses, in each case attributable solely to such recovery) and (y) the amount of the Loss for which such Indemnitee was indemnified shall be made promptly to the Indemnitor.

(c) In calculating any Loss, there shall be deducted any Tax benefits, credits or refunds to which the applicable Indemnitee and/or any Affiliate thereof actually realizes or receives as a result of such Loss in the form of reduced cash Taxes or an increase in Tax refunds with respect to the year in which the Loss is incurred or any earlier year.

(d) To the extent required by applicable Law, each of the parties agrees to take all commercially reasonable steps to mitigate their respective Losses upon and after becoming aware of any event or condition which would reasonably be expected to give rise to any Losses that are indemnifiable hereunder.

(e) Upon making any payment to an Indemnitee pursuant to this Article XII, the Indemnitor shall be subrogated, to the extent of such payment, to any rights which the Indemnitee may have against any third parties with respect to the specific matter underlying such indemnification claim and the Indemnitee shall assign any such rights to the Indemnitor; provided that, if the Indemnitee is a Purchaser Indemnified Party, such Purchaser Indemnified Party shall be permitted to waive the Indemnitor's right of subrogation and, in such event (but only if the applicable third party is not a GSSMME), the amount of such payment shall not be subject to indemnification by such Indemnitor under this Agreement and, in lieu thereof, shall be charged as an expenses of the Earnout Business in accordance with the terms and conditions set forth on Schedule A.

Section 12.07 Indemnification Holdback Fund.

(a) In the event that any amount is finally determined to be recoverable by a Purchaser Indemnified Party from the Indemnification Holdback Fund pursuant to and in accordance with this Article XII, the Purchaser shall be entitled to an amount in cash from the Indemnification Holdback Fund equal to such recoverable amount and the Indemnification Holdback Fund shall be correspondingly reduced. The Indemnification Holdback Fund shall accrue interest at the rate of LIBOR plus 17 basis points per annum.

(b) On the Indemnification Holdback Expiration Date, the Purchaser shall deliver to the Representative by wire transfer of immediately available funds to the account(s) designated in writing by the Representative an amount in cash equal to the Indemnification Holdback Fund; provided, however, that, if any claim(s) pursuant to Section 12.02(a) shall have been properly asserted by any Purchaser Indemnified Party in accordance with this Agreement on or prior to the applicable release date and remains pending on the applicable release date (any such claim, a "Pending Claim"), (a) the Purchaser shall deliver to the Representative by wire transfer of immediately available funds to the account(s) designated in writing by the Representative a portion of the Indemnification Holdback Fund such that the amount remaining in the Indemnification Holdback Fund equals the amount of indemnification to which the Purchaser Indemnified Party claims in respect of such Pending Claim(s) and (b) with respect to any portion of the Indemnification Holdback Fund that remains following the applicable release date in respect of any such Pending Claim, upon the resolution or satisfaction of such Pending Claim, the Purchaser shall deliver to the Representative by wire transfer of immediately available funds to the account(s) designated in writing by the Representative an amount in cash equal to such portion of the Indemnification Holdback Fund remaining after such resolution or satisfaction. Promptly after receipt by the Representative of any amounts pursuant to this Section 12.07(b), the Representative shall distribute such amount to the Sellers in accordance with their respective Pro Rata Percentages.

Section 12.08 Special Temporary Holdback Fund. The terms of, and the parties' respective obligations with respect to, the Special Temporary Holdback Fund are set forth on Schedule 12.08.

Section 12.09 Exclusive Remedy. Except (a) for claims of Fraud or claims that cannot be waived as a matter of Law, (b) for claims for injunctive relief or (c) for claims arising from criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement, if the Closing occurs, the sole and exclusive remedy (subject to Sections 1.04, 11.01 and 14.18 and Schedule A) with respect to claims for breach of, or inaccuracy in, any representation, warranty, or covenant contained herein, in any Exhibit, Schedule or certificate or in the Ancillary Agreements, shall be pursuant to the provisions set forth in Article X and this Article XII.

Section 12.10 Characterization of Indemnification Payments. All payments made by the Sellers pursuant to this Article XII shall be treated, to the fullest extent possible under applicable Law, as adjustments to the consideration paid by the Purchaser hereunder for the Securities.

ARTICLE XIII

DEFINITIONS

Section 13.01 Definitions. For purposes hereof, the following terms when used herein shall have the respective meanings set forth below:

"Adjusted Purchase Price" means an amount equal to the sum of (a) the Final TBV plus (b) $15,000,000; provided that, solely in the event that (x) the Closing has not occurred on or prior to the Outside Date due to delays primarily and directly attributable to Purchaser Parent's, or any of its Subsidiaries', acquisition of, or other transaction with, any Person after the date of this Agreement and (y) the Outside Date has been extended pursuant to an Optional Purchaser Extension, then the Adjusted Purchase Price shall be increased at a cumulative

non-compounding interest rate of the Federal Funds Rate plus 17 basis points per annum in respect of the period from the Outside Date through and including the Closing Date.

"Adjustment Holdback Amount" means an amount equal to the product of (a) the Interim TBV multiplied by (b) 0.1.

"Advances" means with respect to any Mortgage Loan, the moneys that as of the date of determination have been advanced by the Company and its Subsidiaries in connection with the servicing of such Mortgage Loan (including advances for principal, interest, taxes, ground rents, assessments, insurance premiums and other costs, fees and expenses pertaining to the acquisition of title to and preservation and repair of the related mortgaged property) (a) in accordance with the applicable Law, (b) for which the Company or its Subsidiaries have a right of reimbursement from the mortgagor, the applicable GSSMME, third party and/or otherwise, and (c) which are recoverable by the Company or its Subsidiaries pursuant to applicable GSSMME and third party requirements.

"Affiliate" means (a) with respect to any particular Person (other than Purchaser Parent or any of its Subsidiaries), any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise, and (b) with respect to Purchaser Parent or any of its Subsidiaries, Purchaser Parent and its Subsidiaries.

"Agencies" means the Fannie Mae, Freddie Mac, Ginnie Mae, the FHA, HUD, the USDA, and the VA.

"Ancillary Agreements" means the MSR Purchase Agreement and the Subservicing Agreement and any other agreements entered into between or among the parties hereto and their respective Affiliates in connection with the transactions contemplated herein or therein.

"Basket" has the meaning set forth on Schedule 13.01(a).

"Broker-Dealer Entity" means any of the Company or its Subsidiaries that is a broker-dealer required to be registered under the Exchange Act.

"Business" means any engagement, directly or indirectly, in the business of (i) originating, purchasing, servicing, selling and/or securitizing single-family residential mortgages in the United States, (ii) national title insurance and settlement services, defaulted collateral services and personal and business insurance brokerage services, (iii) providing placement services with respect to residential mortgage loans, securities or certificates backed by residential mortgage loans and/or providing structuring, due diligence or market advice with respect thereto, (iv) issuing property and casualty insurance to Affiliates, (v) acquiring membership in a Federal Home Loan Bank and, through such Federal Home Loan Bank membership, providing financing for the mortgage assets describe in clause (i) above, and (vi) all other businesses and activities engaged, directly or indirectly, by the Company to the extent approved by the Company's board of directors.

"Business Day" means any day other than a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in New York, NY.

"Closing Payment" means an amount equal to (a) the Closing Purchase Price less (b) the Indemnification Holdback Amount less (c) the Special Temporary Holdback Amount (if any) less (d) the Adjustment Holdback Amount less (e) the Representative's Fund Amount.

"Closing Purchase Price" means an amount equal to the sum of (a) the Interim TBV plus (b) $15,000,000; provided that, solely in the event that (x) the Closing has not occurred on or prior to the Outside Date due to delays primarily and directly attributable to Purchaser Parent's, or any of its Subsidiaries', acquisition of, or other transaction with, any Person after the date of this Agreement and (y) the Outside Date has been extended pursuant to an Optional Purchaser Extension, then the Closing Purchase Price shall be increased at a cumulative non-compounding interest rate of the Federal Funds Rate plus 17 basis points per annum in respect of the period from the Outside Date through and including the Closing Date.

"Company Fundamental Reps" means those representations and warranties contained in Section 4.01 (Organization and Power), Section 4.02 (Subsidiaries), Section 4.03 (Authorization), Section 4.04(a) (Capitalization) and Section 4.20 (Brokerage).

"Compliant" means, with respect to the Required Bank Information, that: (a) such Required Bank Information does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained in such Required Bank Information, in the context in which they were made, not misleading; (b) such Required Bank Information shall meet the applicable requirements of Regulation S-X under the Securities Act, as well as other applicable accounting rules and regulations of the SEC for the inclusion of such Required Bank Information in a Form S-3 filed by Purchaser Parent; (c) any financial statements and other financial data in the Required Bank Information is sufficient for the Company's independent accountants to deliver a customary comfort letter in connection with the Financing, including customary negative assurance comfort; and (d) no audit report on any of the Required Bank Information shall have been withdrawn by the applicable auditors.

"Contract" means any contract, agreement, license, note, loan agreement, bond, deed of trust, mortgage, indenture, commitment, lease, sublease or other instrument or obligation, whether written or oral, in each case to the extent legally binding.

"Distribution Allocation Schedule" means a schedule in the form attached hereto as Exhibit C, which will set forth, upon its delivery to the Purchaser at any time prior to the date that is two (2) Business Days prior to the Closing Date (or, in the case of any payment to be made following the Closing, three (3) Business Days prior to the date such payment is due), (a) the Closing Purchase Price; (b) the Closing Payment; (c) the name, address and email address of each Seller; (d) the Securities held by each Seller (expressed by class); (e) the portion of

the Closing Payment that each Seller is entitled to receive at Closing in respect of such Seller's Securities; (f) in the case of a post-Closing payment, the portion thereof that that each Seller is entitled to receive in respect of such Seller's Securities, (g) each Seller's wire instructions and (h) each Seller's Pro Rata Percentage.

"Earnout Business" has the meaning set forth on Schedule A.

"Earnout Payment" has the meaning set forth on Schedule A.

"Environmental Laws" means, as enacted and in effect as of or prior to the Closing Date, all applicable Laws concerning pollution or protection of the environment or human health, including those related to the generation, handling, release, disposal or transportation of Hazardous Materials.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Existing Indebtedness" means any Indebtedness or other obligations existing under any Debt Contract or any other Contract existing on the date hereof (other than the Specified Sub Debt and the Other Sub Debt).

"Fannie Mae" means the Federal National Mortgage Association, or any successor thereto.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received from three federal funds brokers of recognized standing selected by the Purchaser.

"FINRA" means the United States Financial Industry Regulatory Authority.

"FHA" means the Federal Housing Administration of the United States Department of Housing and Urban Development, or any successor thereto.

"Financing Sources" means any Persons (other than the Purchaser or any of its Affiliates) that have committed to provide or arrange or otherwise entered into Contracts to provide any or all of the Financing, and including the parties to any underwriting agreements, purchase agreements, note purchase agreements, indentures, supplemental indentures, joinder agreements, credit agreements or other similar documents (other than the Purchaser or any of its Affiliates) entered into pursuant thereto or relating thereto together with their respective Affiliates, officers, directors, employees, managers and representatives involved in such Financing and their respective successors and permitted assigns; it being understood that, for the avoidance of doubt, the Purchaser and its Affiliates shall not be Financing Sources for any purposes hereunder.

"Fraud" means, with respect to any party, such party's actual and intentional fraud.

"Freddie Mac" means the Federal Home Loan Mortgage Corporation, or any successor thereto.

"Fundamental Reps" means the Company Fundamental Reps, the Seller Fundamental Reps and the Purchaser Fundamental Reps.

"GAAP" means United States generally accepted accounting principles.

"Ginnie Mae" means the Government National Mortgage Association, or any successor thereto.

"Governmental Entity" means any federal, national, state, foreign, provincial, local or other government or any governmental, regulatory or licensing authority, agency, bureau, board, commission, court, judicial or arbitral body, department, political subdivision, tribunal or other instrumentality thereof, or any self-regulatory organization (including FINRA) or other non-governmental regulatory authority or quasi-governmental authority or government sponsored enterprise, but excluding any GSSMME.

"GSSMME" means any governmental entity or sponsored secondary mortgage market enterprise or entity that acquires, owns, insures or guarantees Mortgage Loans or securities backed by Mortgage Loans, including, for the purpose of this Agreement, the Agencies and state and local housing finance authorities.

"Hazardous Materials" means petroleum or gasoline, and any material, substance, chemical or waste (or combination thereof) that is defined, designated, regulated or classified as hazardous, toxic, radioactive, or words of similar meaning or effect under Environmental Law.

"HUD" means the United States Department of Housing and Urban Development, or any successor thereto.

"Indebtedness" of any Person means (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid by such Person, other than trade credit incurred in the ordinary course of business that is no more than sixty (60) days old, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (e) all obligations of such Person issued or assumed as the deferred purchase price of assets, property or securities (including "earn-outs" and "seller notes" payable with respect to the acquisition of any business, assets, properties, or securities and any purchase price adjustment

payments), (f) all indebtedness of others secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all guarantees by such Person, (h) all capital lease obligations of such Person, (i) the notional amount of all obligations of such Person in respect of interest rate protection agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements, (j) all obligations of such Person as an account party in respect of letters of credit and bankers' acceptances to the extent drawn, and (k) all obligations of the type described in clauses (a) through (j) above of any Person, in each case, outstanding as of the Closing Date, for which such Person or any of its Subsidiaries is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise.

"Indemnification Holdback Amount" has the meaning set forth on Schedule 13.01(b).

"Indemnification Holdback Expiration Date" means the third (3rd) anniversary of the Closing Date.

"Indemnification Holdback Fund" means, at any given time, an amount equal to the Indemnification Holdback Amount less any amounts delivered to any Person from the Indemnification Holdback Fund pursuant to Article XII.

"Indemnified Taxes" means (a) all Taxes (or the non-payment thereof) of the Company and its Subsidiaries for all Pre-Closing Tax Periods (including the portion of any Straddle Period that ends on the Closing Date), (b) all Taxes of any member of an affiliated, consolidated, combined, or unitary group of which any of the Company or its Subsidiaries (or any predecessor of any of the foregoing) is or was a member on or prior to the Closing (other than such a group consisting solely of one or more of the Company and its Subsidiaries)), including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar state, local, or foreign law or regulation, (c) all Taxes of any Person imposed on the Company or its Subsidiaries as a transferee or successor, by contract or pursuant to any law, rule or regulation, which Taxes are imposed on the Company or its Subsidiaries as a result of an event or transaction occurring prior to the Closing, and (d) all Losses (including, for the avoidance of doubt, attorney and accountant fees and other out-of-pockets costs and expenses in defending any Tax Contest) that arise or result from a breach of any representations contained in Section 4.08, or the covenants and agreements of the Sellers and the Representative contained in Section 7.01(b)(xiv) or Article X, or from the items described in clauses (a), (b) and (c) above; provided, that Indemnified Taxes shall not include Taxes to the extent accrued in the Tangible Book Value pursuant to Schedule A.

"Independent Accounting Firm" means a mutually acceptable nationally recognized firm of independent certified public accountants that has not provided services to the Company or the Purchaser or their respective Affiliates within two years prior to the date it is to be engaged pursuant hereto; provided, however, that if the Purchaser and the Representative are unable to select such accounting firm within thirty (30) days after delivery of written notice of a disagreement, either party may request the American Arbitration Association to appoint, as soon as possible from the date of such request, an independent accounting firm or certified public accountant, in each case, meeting the requirements set forth above.

"Intellectual Property" means the following intellectual property rights: (a) copyright registrations and applications for registration thereof ("Copyrights"); (b) trade names, service marks, trade dress, domain names and trademark registrations and applications and unregistered trademarks ("Trademarks"); (c) issued patents and applications therefor and all reissues, divisionals, renewals, extensions, provisionals, continuations, continuations-in-part, re-examinations and substitutions thereof ("Patents"); (d) material software set forth in Schedule 4.10; and (e) trade secrets and other material proprietary or confidential information used or held for use in the Company's business ("Trade Secrets").

"Knowledge" means (a) with respect to the Company and the Sellers, the knowledge, after due inquiry, of the Persons set forth on Schedule 13.01(c) and (b) with respect to the Purchaser, the knowledge after due inquiry of the Persons set forth on Schedule 13.01(d).

"Latest Balance Sheet Date" means September 30, 2017.

"Law" means any law, rule, regulation, judgment, injunction, order, ordinance, statute or decree of any Governmental Entity or GSSMME.

"Legal Proceeding" means action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, claim, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court, arbitral body or other Governmental Entity or GSSMME.

"Liability" means any material debt, liability or obligation of any kind, whether direct or indirect, known or unknown, asserted or unasserted, disputed or undisputed, absolute or contingent, matured or unmatured, conditional or unconditional, latent or patent, accrued or unaccrued, liquidated or unliquidated, joint or several, secured or unsecured, due or to become due, whenever or however arising (including whether arising out of any contract or tort based on negligence or strict liability, but excluding ordinary course trade payables.

"LIBOR" means during any period, an interest rate per annum equal to the one-year LIBOR reported, on the date two days prior to the first day of such period, on the Telerate Page 3750 (or if such screen shall cease to be publicly available, as reported on Reuters Screen page "LIBOR01" or by any other publicly available source of such market rate) for London interbank offered rates for United States dollar deposits for such period.

"Liens" means any encumbrance, hypothecation, infringement, lien, deed of trust, mortgage, easement, encroachment, pledge, restriction, lease, sublease, restriction, claim, other charge of any kind, security interest, option, title retention or other security arrangement in or on any asset, property or property interest.

"Losses" means losses, costs (including reasonable and appropriately incurred costs of investigation and fees and expenses of attorneys, accountants, consultants and other professionals), claims, Liabilities, damages, disbursements, charges, fines, Taxes, assessments, settlements, lawsuits, deficiencies, and demands, as well as any of the foregoing in connection with the enforcement of a Person's right to be indemnified pursuant to Article XII, but excluding any consequential, punitive or special damages or losses, or diminution in value, profits or income (except for consequential or special damages or losses, or diminution in value, profits or income, in each case to the extent reasonably foreseeable) that are imposed upon or otherwise incurred by a Purchaser Indemnified Party or Seller Indemnified Party (as the case may be) except to the extent awarded in a final, non-appealable decision by a court of competent jurisdiction in connection with a Third Party Claim.

"Material Adverse Effect" means any circumstance, change, effect, event, occurrence, state of facts or development that, individually or in the aggregate, (i) is or would reasonably be expected to be materially adverse to the business, assets, Liabilities, or condition (financial or otherwise) or results of operations of the Company and its Subsidiaries, taken as a whole; provided, however, that none of the following shall be deemed in themselves, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or would reasonably expected to be, a Material Adverse Effect: any circumstance, change, effect, event, occurrence, state of facts or development to the extent resulting from (a) changes affecting the economy as a whole or financial, banking or securities markets, including changes in prevailing interest rates and market conditions or residential mortgage rates, generally in the United States or any market as to which the pricing of residential asset backed securities is tied or linked, (b) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States; (c) conditions generally affecting the industry in which the Company and its Subsidiaries operate or the geographic areas in which the Company and its Subsidiaries participate; (d) any change in applicable accounting principles or applicable Laws; (e) the commencement, continuation or escalation of a war, hostilities or other material international or national calamity or act of terrorism; (f) a flood, hurricane, earthquake or other natural disaster or act of God; (g) the announcement of the transactions contemplated by this Agreement or public or industry knowledge thereof (provided that, for the avoidance of doubt, the exception in this clause (g) shall not apply to any representation or warranty (or any condition to Closing relating to the accuracy of such representation or warranty) to the extent the purpose of such representation or warranty is to address the consequences resulting from the execution or delivery of this Agreement or the consummation of the transactions contemplated by this Agreement, including Section 4.03); or (h) failure by the Company or any of its Subsidiaries to meet any published or internally prepared estimates of revenues, earnings or other financial projections (it being understood that the underlying facts giving rise or contributing to such failure in this clause (h) may be taken into account in determining whether a Material Adverse Effect has or would reasonably be expected to occur); provided that, in the case of clauses (a), (b), (c), (d), (e) or (f) above, if such circumstance, change, effect, event, occurrence, state of facts or development materially and disproportionately affects the Company and its Subsidiaries taken as a whole) as compared to other Persons or businesses that operate in the industry in which the Company and its Subsidiaries operate, then such circumstance, change, effect, event, occurrence, state of facts or development may be taken into account in determining whether a Material Adverse Effect has or would reasonably be expected to occur, or (ii) would reasonably be expected to prevent or materially delay the Sellers or the Company from consummating, or materially impair the Sellers' or the Company's ability to consummate, the transactions contemplated by this Agreement.

"Mortgage Loan" means any residential mortgage loan owned or originated and sold by any the Company or any of its Subsidiaries prior to the Closing Date.

"Mortgagor" means any mortgagor of a Mortgage Loan originated by the Company or any of its Subsidiaries while such Mortgage Loan is still outstanding.

"MSR" means, with respect to any Mortgage Loan, collectively, (a) the rights and obligations to service, administer, collect payments for the reduction of principal and application of interest thereon, collect payments on account of taxes and insurance, pay taxes and insurance, remit collected payments, provide foreclosure services, provide full escrow administration, (b) any other obligations required by any Agency, investor or insurer in, of, for or in connection with such loan pursuant to the applicable servicing agreement (but not, for the avoidance of doubt, the Subservicing Agreement), (c) the right to possess any and all documents, files, records, mortgage file, servicing documents, servicing records, data tapes, computer records, or other information pertaining to such loan or pertaining to the past, present or prospective servicing of such loan, (d) the right to receive the servicing compensation and any ancillary fees arising from or connected to such loan and the benefits derived from and obligations related to any accounts arising from or connected to such loan and (e) all rights, powers and privileges incident to any of the foregoing, subject, in each case, to any rights, powers and prerogatives retained or reserved by the related investors.

"Non-Compete Affiliate" means, when used with reference to a specified Person, (a) any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person, (b) any Person that is an officer, director, general partner, manager or managing member of the specified Person or of which the specified Person is an officer, director, general partner, manager or managing member and (c) any Person that, directly or indirectly, is the beneficial owner of 10% or more of any class of the outstanding voting securities of the specified Person. Notwithstanding the foregoing, the Company shall not be considered to be a Non-Compete Affiliate of any Seller, and no Seller shall be considered to be a Non-Compete Affiliate of the Company.

"Pass-Through Tax Return" means any income Tax Return filed by the Company or any of its Subsidiaries to the extent that (a) such Person is treated as a pass-through entity for purposes of such Tax Return and (b) the results of operations reflected on such Tax Returns are also reflected on the Tax Returns of a Seller or the direct or indirect owners of a Seller.

"Permitted Liens" means (a) statutory Liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings by the Company and/or its Subsidiaries and for which adequate

reserves have been made; (b) mechanics', carriers', workers', repairers' and similar statutory Liens arising or incurred in the ordinary course of business securing obligations which are not yet due and payable; (c) covenants, conditions, restrictions, easements, monetary encumbrances and other similar matters of record affecting title to the Leased Real Property which do not materially impair the occupancy or use of the Leased Real Property for the purposes for which it is currently used in connection with the Company's and its Subsidiaries' businesses; (d) Liens arising under worker's compensation, unemployment insurance, social security, retirement and similar legislation; (e) transfer restrictions on securities under applicable Law; (f) Liens which, individually or in the aggregate, do not materially detract from the value, or materially interfere with, the Company's and its Subsidiaries' business as presently conducted; (g) Liens to secure the obligations of the Company or any of its Subsidiaries under warehouse agreements and (h) Liens set forth on Schedule 13.01(e).

"Person" means an individual, a partnership, a limited partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Entity or GSSMME or any department, agency or political subdivision thereof.

"Person Engaged in a Competing Business" means any Person whose aggregate annual net revenue from the Business during each of the then immediately preceding two twelve month periods exceeds 5% of such Person's aggregate annual net revenue or any Person whose revenue from mortgage origination or servicing activities exceeded $50,000,000 in either such twelve month period.

"Plan" means (a) each "employee benefit plan" (as defined in Section 3(3) of ERISA), whether or not subject to ERISA, and (b) each other bonus, incentive, equity or equity-based award, deferred compensation, severance, employment, consulting, change-in-control, profit sharing, retirement, pension, paid time off, cafeteria, dependent care, medical care, life insurance, disability insurance, accidental death and dismemberment insurance, welfare, employee assistance, or other fringe benefit plan, policy, practice, program, agreement or arrangement, in each case (x) that is sponsored or contributed to by the Sellers, the Company or any of their respective Subsidiaries on behalf of any current or former employees, officers, directors or independent contractors of the Company or any such Subsidiary or (y) to which the Company or any of its Subsidiaries is a party or has any obligation or Liability (whether actual or contingent).

"Post-Closing Tax Period" means any taxable period of the Company or its Subsidiaries beginning after the Closing Date and the portion of any Straddle Period beginning at the start of the day immediately following the Closing Date.

"Pre-Closing Tax Period" means any taxable period of the Company or its Subsidiaries ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.

"Pro Rata Percentage" means, with respect to each Seller, the percentage set forth next to such Seller's name on the Distribution Allocation Schedule.

"Purchaser Fundamental Reps" means those representations and warranties contained in the first sentence of Section 6.01 (Organization and Power), Section 6.02 (Authorization) and Section 6.06 (Brokerage).

"Purchaser Parent" means New Residential Investment Corp., a Delaware corporation and the ultimate corporate parent of the Purchaser.

"Purchaser Parties" means each of the Purchaser, the Company and their Affiliates and their respective officers, directors, partners, members, employees, agents, representatives, successors and permitted assigns.

"Representative's Fund" means, at any given time, an amount equal to the total balance of the Representative's Account at such time.

"Representative's Fund Amount" means $600,000.

"Required Bank Information" means such financial statements and other financial data and other factual information regarding the Company and its Subsidiaries of the type that would be required to be included in a registration statement on Form S-3 pursuant to Regulation S-X and Regulation S-K under the Securities Act for a registered public offering of Purchaser Parent securities, and such other customary information regarding the Company and its Subsidiaries reasonably required by the Financing Sources or the Purchaser for the marketing of such an offering.

"Restricted Affiliate" means, as to any Seller, such Seller's Affiliates who have, directly or indirectly, received confidential information of the Company or its Subsidiaries, or who are, directly or indirectly, acting on behalf of, or at the encouragement or direction of, such Seller or any other Restricted Affiliate of such Seller and (to the extent acting on behalf of such Seller or Affiliate) officers, directors, partners, members or employees of such Seller or Affiliate.

"Restricted Seller Party" means, as to any Seller, the officers, directors, partners, members or employees of such Seller, such Seller's Affiliates and the officers, directors, partners, members or employees of such Seller's Affiliates, in each case, who have, directly or indirectly, received confidential information of the Company or its Subsidiaries, or who are, directly or indirectly, acting on behalf of, or at the encouragement or direction of, such Seller or any other Restricted Seller Party of such Seller.

"Sanctioned Person" means any Person that is the target of Sanctions, including (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, by the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, (b) any Person located, organized or resident in a Sanctioned Territory, or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) and (b).

"Sanctioned Territory" means, at any time, a country or territory which is itself the subject or target of any Sanctions.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by relevant Governmental Entities or GSSMMEs, including those administered by the U.S. government through the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Selene Funds" means, collectively, Selene Residential Mortgage Opportunity Fund L.P., Selene Residential Mortgage Opportunity Fund (Cayman) L.P., Selene Residential Mortgage Opportunity Fund II L.P., and in Selene Residential Mortgage Opportunity (Cayman) Fund II L.P.

"Seller Fundamental Reps" means those representations and warranties contained in Section 5.01 (Organization and Power), Section 5.02 (Authorization), Section 5.03 (Title to Securities) and Section 5.09 (Brokerage).

"Seller Parties" means each of the Sellers and their Affiliates and their respective officers, directors, partners, members, employees, agents, representatives, successors and permitted assigns.

"SGP LLCA" means the Limited Liability Company Agreement of SGP, dated December 21, 2012.

"SMH LLCA" means the Fourth Amended and Restated Limited Liability Company Agreement of SMH, dated December 31, 2012.

"Special Temporary Holdback Amount" means an amount equal to $4,000,000 (as such amount may be reduced in accordance with Schedule 12.08).

"Special Temporary Holdback Fund" means, at any given time, an amount equal to the Special Temporary Holdback Amount less any amounts delivered to any Person from the Special Temporary Holdback Fund pursuant to Article XII.

"Specified Liabilities" means all Losses to the extent arising out of, relating to or otherwise on account of the operation or conduct of the businesses of the Company or its Subsidiaries (or any business or entity formerly owned or operated by the Company or its Subsidiaries or their respective legal predecessors), in each case prior to the Closing (whether or not asserted before, on or after the Closing), including, for the avoidance of doubt, (a) any Advances outstanding as of the Closing Date not fully recovered (net of reserves), (b) any Transaction Expenses not reflected in the Final Closing Statement, (c) any claim by or on behalf of (x) any Person who was a member (or holder of any equity interests) of the Company or any of its equityholders or any of their respective equityholders or other Affiliates relating to the Distribution Allocation Schedule or (y) any Person who was a member (or holder of any equity interests) of SMH or SGP relating to the matters described in Section 7.19, (d) any amounts recoverable by any Purchaser Indemnified Party from the Company or its Subsidiaries pursuant to the indemnification provisions under the MSR Purchase Agreement or the Subservicing Agreement, (e) Losses (in excess of loan loss reserves set forth on the Closing Balance Sheet) (i) attributable to a claim for indemnity or repurchase from a third party with respect to Mortgage Loans or MSRs that the Company or any of its Subsidiaries sold to such third party prior to the Closing, and (ii) that are properly classified as loan losses under GAAP, and (f) fines and penalties paid to Governmental Entities or GSSMMEs.

"Straddle Period" means any taxable period beginning on or prior to and ending after the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, association or other business entity or is or controls the managing director or general partner of such partnership, association or other business entity. For the avoidance of doubt, with respect to the Company, the term "Subsidiary" shall include each Person listed under the heading "Name of Subsidiary" under Schedule 4.02.

"Tax" means any federal, state, provincial, local or foreign taxes, charges, fees, duties, contributions, levies or other similar assessments and liabilities, including income, gross receipts, corporation, ad valorem, net worth, capital gains, documentary, recapture, recording, lease, service, franchise, alternative minimum, sales, use, transfer, value added, excise, stamp, customs, duties, real property, personal property, capital stock, social security, unemployment, insurance, workers compensation, license, payroll, employment, severance, stamp, occupation, escheat, unclaimed property, premium, windfall profits, environmental (including taxes under Code §59A), profits, withholding, disability, registration, estimated or other tax of any kind whatsoever, however denominated, including any interest, penalties or additions to tax.

"Tax Return" means any return, report, information return or other document (including amendments thereto, or schedules or any related or supporting information) filed or required to be filed with any Governmental Entity charged with the determination, assessment or collection of any Tax.

"USDA" means the United States Department of Agriculture or any successor thereto.

"VA" means the United States Department of Veterans Affairs or any successor thereto.

Section 13.02 Other Definitional Provisions.

(a) Accounting Terms. Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) Successor Laws. Any reference to any particular Code section or any Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified but in no event shall the foregoing be used to impose retroactive liability on the Company or the Sellers.

Section 13.03 Index of Defined Terms. Solely for convenience purposes, the following is a list of certain terms that are defined in this Agreement and the Section numbers where such definitions are contained:

Term	Section
Acquisition Engagement	Section 14.20
Adjusted Purchase Price	Section 13.01
Adjusted TBV	Section 1.02(a)
Adjustment Holdback Amount	Section 13.01
Advances	Section 13.01
Advisers Act	Section 4.15(g)
Affiliate	Section 13.01
Agreement	Preamble
Amendment Schedules	Section 7.19(b)
Ancillary Agreements	Section 13.01
Basket	Section 13.01
Book Value	Section 1.02(a)
Budget	Section 7.01(b)(xi)
Broker-Dealer Entity	Section 13.01
Business	Section 13.01
Business Day	Section 13.01
Closing	Section 2.01
Closing Date	Section 2.01
Company Fourth A&R LLCA	Section 7.19(b)
Closing Payment	Section 13.01
Closing Purchase Price	Section 13.01
Code	Section 4.12(b)
Collective Bargaining Agreements	Section 4.18(a)
Company	Preamble
Company Debt Payoff	Section 7.08(a)

Company Fundamental Reps	Section 13.01
Company LTIP	Recitals
Confidentiality Agreement	Section 7.02
Continuing Employee	Section 8.03(a)
Contract	Section 13.01
Customers	Section 11.01(b)(iii)
D&O Tail	Section 8.02(b)
Debt Contracts	Section 4.05(b)
Direct Claim	Section 12.05
Distribution Allocation Schedule	Section 13.01
Earnout Business	Section 13.01
Earnout Payment	Section 13.01
Effective Time	Section 2.01
Employee Payments	Section 1.02(a)
Employment Agreement	Section 3.01(g)
Employment Agreement Recipient	Section 3.01(g)
Employment Agreement Severance Benefits	Section 7.18
Environmental Laws	Section 13.01
ERISA	Section 13.01
Exchange Act	Section 13.01
Existing Directors and Officers Policy	Section 8.02(b)
Existing Indebtedness	Section 13.01
Fannie Mae	Section 13.01
Faulkner	Section 11.01(c)
Federal Funds Rate	Section 13.01
FHA	Section 13.01
Final Closing Statement	Section 1.02(c)
Final Closing Statement Effective Time	Section 1.02(c)
Final TBV	Section 1.02(c)
Financing	Section 7.07(a)
FINRA	Section 13.01
Form BD	Section 4.15(d)
Fraud	Section 13.01

Freddie Mac	Section 13.01
Fundamental Reps	Section 13.01
GAAP	Section 13.01
Gap Period	Section 7.14
Ginnie Mae	Section 13.01
Governmental Entity	Section 13.01
GSSMME	Section 13.01
Guaranty	Recitals
Hazardous Materials	Section 13.01
HSR Act	Section 4.03
HSR Filing	Section 7.03(b)
HUD	Section 13.01
Indemnification Holdback Amount	Section 13.01
Indemnification Holdback Expiration Date	Section 13.01
Indemnification Holdback Fund	Section 13.01
Indemnified Taxes	Section 13.01
Indemnitee	Section 12.04(a)
Indemnitor	Section 12.04(a)
Independent Accounting Firm	Section 13.01
Intellectual Property	Section 13.01
Interim Closing Statement	Section 1.02(b)
Interim TBV	Section 1.02(b)
Investigation	Section 3.01(j)
Knowledge	Section 13.01
Labor Union	Section 4.18(a)
Latest Balance Sheet Date	Section 13.01
Law	Section 13.01
Leased Real Property	Section 4.07(c)
Leases	Section 4.07(c)
Legal Proceeding	Section 13.01
Liability	Section 13.01
Liens	Section 13.01
Losses	Section 13.01

Material Adverse Effect	Section 13.01
Material Contract	Section 4.09(a)
Mortgage Joint Venture	Section 11.01(b)(ii)
Mortgage Loan	Section 13.01
Mortgagor	Section 13.01
MSR	Section 13.01
MSR Purchase Agreement	Recitals
MSR Seller	Recitals
Non-Compete Affiliate	Section 13.01
OFAC	Section 13.01
Optional Purchaser Extension	Section 9.01(d)
Other Sub Debt	Section 2.02(d)(ii)
Outside Date	Section 9.01(d)
Pass-Through Tax Return	Section 13.01
Patents	Section 13.01
Pending Claim	Section 12.07(a)
Permits	Section 4.14(a)
Permitted Liens	Section 13.01
Person	Section 13.01
Person Engaged in a Competing Business	Section 13.01
Plan	Section 13.01
Post-Closing Tax Period	Section 13.01
Post-Signing Financial Statements	Section 7.07(a)(i)
Pre-Closing Tax Period	Section 13.01
Preliminary Closing Statement	Section 1.02(a)
Pro Rata Percentage	Section 13.01
Purchaser	Preamble
Purchaser Fundamental Reps	Section 13.01
Purchaser Indemnified Parties	Section 12.02(a)
Purchaser Indemnified Party	Section 12.02(a)
Purchaser Parent	Section 13.01
Purchaser Parties	Section 13.01
Purchaser Plan	Section 8.03(b)

Ranieri Partners	Section 7.17
Reference Date	Section 1.02(b)
Representative	Preamble
Representative's Fund	Section 13.01
Representative's Account	Section 14.19(b)
Representative's Fund Amount	Section 13.01
Representatives	Section 7.02
Restricted Period	Section 11.01(b)
Restricted Affiliate	Section 13.01
Restricted Provisions	Section 7.19
Restricted Seller Party	Section 13.01
Sanctions	Section 13.01
Sanctioned Person	Section 13.01
Sanctioned Territory	Section 13.01
Securities	Section 5.03
Securities Act	Section 13.01
Selene Funds	Section 13.01
Seller Fundamental Reps	Section 13.01
Seller Indemnified Parties	Section 12.03(a)
Seller Indemnified Party	Section 12.03(a)
Seller Parties	Section 13.01
Seller Restricted Parties	Section 13.01
Sellers	Preamble
SGP	Section 7.01(b)(vi)
SGP Amendment Schedule	Section 7.19(b)
SGP LLCA	Section 13.01
SGP Restricted Provisions	Section 7.19
SMAC	Section 11.01(a)
SMH	Section 7.01(b)(vi)
SMH Amendment Schedule	Section 7.19(b)
SMH LLCA	Section 13.01
SMH Restricted Provisions	Section 7.19
SMRH	Section 14.20

Specified Sub Debt	Section 2.02(d)(i)
Straddle Period	Section 13.01
Sub Debt Breach	Section 2.04
Sub Debt Instructions	Section 2.04
Sub Debt Review Period	Section 2.04
Subservicing Agreement	Recitals
Subsidiary	Section 13.01
Survival Period	Section 12.01
Tangible Book Value	Section 1.02(a)
Tax	Section 13.01
Tax Contest	Section 10.06(a)
Tax Returns	Section 13.01
Third Party Claim	Section 12.04(a)
Transaction Expenses	Section 1.02(a)
Transfer Taxes	Section 10.02
Unaudited Financial Statement	Section 4.05(a)
Undertaking	Section 8.04(d)
USDA	Section 13.01
VA	Section 13.01
WLR	Section 11.01(a)

ARTICLE XIV

MISCELLANEOUS

Section 14.01 Press Releases and Communications. No press release or public announcement related to this Agreement or the transactions contemplated herein, or prior to the Closing, shall be issued or made by any party hereto (or any Affiliate of a party hereto) without the joint approval of the Purchaser and the Representative, unless required by Law (upon advice of counsel), in which case the Purchaser and the Representative shall have the right to review such press release, announcement or communication prior to issuance, distribution or publication, to the extent reasonably practicable under the circumstances. The foregoing shall not prohibit the Purchaser or any of its Affiliates, following the Closing, from disclosing any factual information concerning the transactions contemplated hereby which it deems appropriate in its reasonable judgment, including to securities analysts and/or institutional investors, in press interviews or filings with Governmental Entities or GSSMMEs, in each case, as required by applicable Law or the rules or regulations of any stock exchange. The Purchaser and the Sellers hereby agree that the initial press release to be issued with respect to the transactions contemplated by this Agreement shall be in the form heretofore agreed to in writing by the parties.

Section 14.02 Expenses. Except as otherwise expressly provided herein, the Sellers and the Company, on the one hand, and the Purchaser, on the other hand, shall pay all of their own expenses (including attorneys' and accountants' fees and expenses) in connection with the negotiation of this Agreement, the performance of their obligations hereunder and the consummation of the transactions contemplated by this Agreement.

Section 14.03 Notices.

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service or delivery if served personally on the party to whom notice is to be given or sent by facsimile transmission (provided confirmation of facsimile transmission is obtained), (ii) on the day after delivery to Federal Express or similar overnight courier to the party as follows or (iii) on the date sent by e-mail of a "portable document format" (.pdf) document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient:

Notices to the Purchaser or, after the Closing, to the Company:

NRM Acquisition LLC
c/o New Residential Investment Corp.
1345 Avenue of the Americas, 45th Floor
New York, New York 10034
Attn: Michael Nierenberg
Varun Wadhawan
Email: mnierenberg@fortress.com
vwadhawan@fortress.com
and
NRM Acquisition LLC
c/o New Residential Investment Corp.
1345 Avenue of the Americas, 45th Floor
New York, New York 10034
Attn: Cameron MacDougall
Jonathan Grebinar
Austin Sandler
Email: cmacdougall@fortress.com
jgrebinar@fortress.com
asandler@fortress.com
with copies to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attn: Joseph A. Coco
Peter D. Serating
Email: joseph.coco@skadden.com

peter.serating@skadden.com
Facsimile No.: (212) 735-2000

Notices to the Representative:

c/o Shellpoint Partners LLC
140 East 45th Street
New York, NY 10017
Attn: Joseph McSherry
Email: joe.mcsherry@shellpointllc.com

with copies to (which shall not constitute notice):

Sheppard Mullin Richter & Hampton LLP
333 S. Hope Street, 43rd Floor
Los Angeles, CA 90071
Attn: David Sands
Email:dsands@sheppardmullin.com

Notices to the Company:

c/o Shellpoint Partners LLC
140 East 45th Street
New York, NY 10017
Attn: Bruce Williams
Email: bruce.williams@shellpointllc.com
and
c/o Shellpoint Partners LLC
140 East 45th Street
New York, NY 10017
Attn: Elwood Collins
Email: elwood.collins@shellpointllc.com

with copies to (which shall not constitute notice):

Sheppard Mullin Richter & Hampton LLP
333 S. Hope Street, 43rd Floor
Los Angeles, CA 90071
Attn: David Sands
Email:dsands@sheppardmullin.com

Notices to SGP:

c/o Shellpoint Partners LLC
140 East 45th Street
New York, NY 10017
Attn: Saul Sanders
Email: saul.sanders@shellpointllc.com

with copies to (which shall not constitute notice):

c/o Shellpoint Partners LLC
140 East 45th Street
New York, NY 10017
Attn: Elwood Collins
Email: elwood.collins@shellpointllc.com

and

Sheppard Mullin Richter & Hampton LLP
333 S. Hope Street, 43rd Floor
Los Angeles, CA 90071
Attn: David Sands
Email:dsands@sheppardmullin.com

Notices to SMH:

c/o Shellpoint Partners LLC
140 East 45th Street
New York, NY 10017
Attn: Saul Sanders
Email: saul.sanders@shellpointllc.com

with copies to (which shall not constitute notice):

c/o Shellpoint Partners LLC
140 East 45th Street
New York, NY 10017
Attn: Elwood Collins
Email: elwood.collins@shellpointllc.com

and

Sheppard Mullin Richter & Hampton LLP
333 S. Hope Street, 43rd Floor
Los Angeles, CA 90071
Attn: David Sands
Email:dsands@sheppardmullin.com

Notices to SMAC:
CIVC Partners LP
191 N. Wacker Drive, Suite 1100
Chicago, IL 60606
Attn: Marc McManus
Email: mmcmanus@civc.com
Fax: 312-873-7301

Notices to WLR:
WL Ross & Co. LLC
1166 Avenue of the Americas, 25th Floor
New York, NY 10036
Attn: James Lockhart
Email: jlockhart@wlross.com
Fax: 212-826-2047

with copies to (which shall not constitute notice):
WL Ross & Co. LLC
1166 Avenue of the Americas, 25th Floor
New York, NY 10036
Attn: Denny Kim
Email: dkim@wlross.com
Fax: 212-826-2047
Notices to Ranieri Partners:

Ranieri Partners Management LLC
650 Fifth Avenue, Suite 1801
New York, NY 10019
Attn: Lewis Ranieri
Email: Ranieri1@lranieri.com
Fax: 516-745-6787

with copies to (which shall not constitute notice):

Ranieri Partners Management LLC
650 Fifth Avenue, Suite 1801
New York, NY 10019
Attn: Shari Siegel
Email: sharis@ranieripartners.com
Fax: 516-745-6787

Notices to JC Faulkner:
JC Faulkner
3901 Arborway
Charlotte, NC 28211
Email: jc@jcfaulkner.com

(b) Any party may change its address, facsimile number or e-mail address for the purpose of this Section 14.03 by giving the other parties written notice of its new information in the manner set forth above.

(c) No notice sent pursuant to Section 14.03(a) by a means other than e-mail shall be effective unless a copy of such notice is also delivered via e-mail to the specified e-mail address of the applicable recipient and the email address of each Person to be provided copies in respect thereof, in each case, via the e-mail address set forth in Section 14.03(a) (as may be updated from time to time in accordance with Section 14.03(b)).

Section 14.04 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any party without the prior written consent of the other parties and any attempt to so assign or delegate without obtaining such prior written consent shall be null and void; provided, however, that the Purchaser may assign any or all of its rights or obligations under this Agreement to an Affiliate of the Purchaser upon written notice to the Representative, which assignment shall not relieve the Purchaser of any of its obligations hereunder. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 14.05 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 14.06 References. The table of contents and the section and other headings and subheadings contained in this Agreement and the Exhibits hereto are solely for the purpose of reference, are not part of the agreement of the parties hereto, and shall not in any way affect the meaning or interpretation of this Agreement or any Exhibit hereto. All references to days or months shall be deemed references to calendar days or months. All references to "$" shall be deemed references to United States dollars. Unless the context otherwise requires, any reference to an "Article," "Section," "Exhibit," "Disclosure Schedule" or "Schedule" shall be deemed to refer to an article of this Agreement, section of this Agreement, exhibit to this Agreement or a schedule to this Agreement, as applicable. Capitalized terms used in the Disclosure Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The word "will" shall be construed to have the same meaning as the word "shall." The words "ordinary course of business" shall be deemed to mean the "ordinary course of business consistent with past practice of the Person in question, including with regard to nature, frequency and magnitude." All references to "Affiliates" or "Subsidiaries" of the Purchaser, with respect to periods following the Closing, shall be deemed to include the Company and its Subsidiaries. Unless the context otherwise clearly indicates, each defined term used in this Agreement shall have a comparable meaning when used in its plural or singular form.

Section 14.07 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person. Any information set forth in any Schedule or incorporated in any Section of this Agreement shall be considered to have been set forth in any other Schedule or Section of this Agreement solely to the extent its relevance to such Schedule or Section is reasonably apparent on its face; provided that such read-across (i) shall only apply to the representations and warranties contained in Article IV and Article V and (ii) shall not apply to Sections 4.03, 4.04, 4.05, 4.06(a), 4.20, 5.02, 5.03 and 5.09, and the representations and warranties contained therein shall not be so modified (except, in each case, to the extent such Section can be read-across to Section 4.06(b) pursuant to the previous sentence). The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement or the Disclosure Schedules or Exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business. The information contained in this Agreement and in the Disclosure Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including any violation of Law or breach of contract). For purposes of this Agreement, if the Company or a Person acting on its behalf posts a document to the online data room hosted on behalf of the Company and located at www.box.com, such document shall be deemed to have been "delivered," "furnished" or "made available" (or any phrase of similar import) to the Purchaser by the Company if the Purchaser's Representatives have access to such document as of the date that is at least one (1) day prior to the date of this Agreement.

Section 14.08 Amendment and Waiver. Any provision of this Agreement or the Disclosure Schedules or Exhibits hereto may be amended or waived only in a writing signed by the Purchaser, the Company and the Representative; provided, however, that no amendment, modification or supplement shall be made to this Agreement that would adversely affect the rights of the Financing Sources as set forth in Section 14.10, Section 14.14, Section 14.15(b), Section 14.16 and Section 14.17(b), and this proviso of Section 14.08 (the "FS Provisions"), without the prior written consent of the Financing Sources. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

Section 14.09 Complete Agreement. This Agreement and the documents referred to herein (including the Confidentiality Agreement and the Ancillary Agreements) contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 14.10 Third-Party Beneficiaries. Other than current and former officers, directors and similar functionaries of the Company and/or its Subsidiaries and his or her heirs and representatives, in each case, pursuant to Section 8.02, nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement; provided, that (i) the Financing Sources shall be express third-party beneficiaries with respect to the FS Provisions, (ii) each FS Provision shall expressly inure to the benefit of the Financing Sources and (iii) the Financing Sources shall be entitled to rely on and enforce the FS Provisions.

Section 14.11 Further Assurances. After the Closing, each party hereto shall from time to time at the request of and without further cost or expense to the other execute and deliver such other instruments of conveyance and assumption and take such other action as may reasonably be requested in order to more effectively consummate the transactions contemplated by this Agreement.

Section 14.12 Delivery by Electronic Transmission. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any

party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract shall raise the use of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

Section 14.13 Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

Section 14.14 Governing Law. This Agreement, and all Legal Proceedings (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement shall be governed by and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. All matters relating to the interpretation, construction, validity and enforcement (whether at law, in equity, in contract, in tort or otherwise) against any of the Financing Sources in any way relating to performance thereof or the Financing, shall be exclusively governed by, and construed in accordance with, the domestic Law of the State of New York without giving effect to any choice or conflict of law provision or rule whether of the State of New York or any other jurisdiction that would cause the application of Law of any jurisdiction other than the State of New York.

Section 14.15 Jurisdiction.

(a) Except as otherwise expressly provided in this Agreement, any Legal Proceeding (whether in contract, tort or otherwise) seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the District of Delaware, the Court of Chancery of the State of Delaware or, if such courts lack jurisdiction, any other court of the State of Delaware and the appropriate appellate courts therefrom, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Legal Proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of the venue of any such Legal Proceeding in any such court or that any such Legal Proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such Legal Proceeding may be served on any party hereto anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party hereto agrees that service of process on such party as provided in Section 14.03 shall be deemed effective service of process on such party.

(b) Notwithstanding anything to the contrary in this Section 14.15 or in this Agreement, the Company and each Seller Party agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Financing Sources in any way relating to this Agreement, including any dispute arising out of the Financing, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the Federal courts, the United States District Court for the Southern District of New York (and of the appropriate appellate courts therefrom).

Section 14.16 Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, AND IN EACH CASE INCLUDING ANY LEGAL PROCEEDING AGAINST ANY FINANCING SOURCE ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED HEREBY OR THE FINANCING. EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 14.17 Non-Recourse.

(a) This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, or as guarantor under the Guaranty, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or representative of any party to this Agreement or any Subsidiary of the Company or any other Seller Party or Purchaser Party will have any liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or liabilities of any of the parties to this Agreement or for any claim based upon, arising out of or related to this Agreement.

(b) Notwithstanding anything herein to the contrary, each Seller Party, the Company and its Subsidiaries, equityholders, Affiliates, officers, directors, employees and Representatives hereby waive any rights or claims against any Financing Sources in connection with or that may arise out of this Agreement or the Financing, whether at law or equity, in contract, in tort or otherwise, and each of the Company and its Subsidiaries, equityholders, Affiliates, officers, directors, employees and Representatives agrees not to commence a proceeding against any Financing Source in connection with this Agreement or the transactions contemplated hereunder (including any proceeding relating to the Financing) and will not have any rights or claims against any of the Financing Sources. In

furtherance and not in limitation of the foregoing waiver, it is agreed that no Financing Source shall have any liability for any claims, losses, settlements, liabilities, damages, costs, expenses, fines or penalties to the Company or any of its Subsidiaries, equityholders, Affiliates, officers, directors, employees and Representatives in connection with this Agreement or the transactions contemplated hereunder.

Section 14.18 Remedies. Each of the parties hereto acknowledges that the rights of each party to consummate the transactions contemplated hereby are unique and recognizes and affirms that in the event of a breach of this Agreement by any party, money damages may be inadequate and the non-breaching party may have no adequate remedy at law. Accordingly, the parties agree that such non-breaching party shall have the right, in addition to any other rights and remedies existing in their favor at law or in equity, to enforce their rights and the other party's obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief (without posting of bond or other security).

Section 14.19 Representative.

(a) Each Seller hereby irrevocably appoints the Representative to serve (and the Purchaser hereby acknowledges that the Representative will serve) as the exclusive agent, proxy and attorney-in-fact for such Seller for all purposes under this Agreement (including full power and authority to act on behalf of such Seller). Without limiting the generality of the foregoing appointment, the Representative is authorized and empowered to (a) in connection with the Closing, execute and receive all documents, instruments, certificates, statements and agreements on behalf of and in the name of each Seller necessary or desirable to effectuate the Closing; (b) execute and deliver, should it elect to do so in its sole discretion, on behalf of each Seller, any amendment to, or waiver under, this Agreement so long as the express terms of such amendment or waiver do not adversely and disproportionately affect the rights or obligations of any Seller as compared to any other Sellers, and in the case of any such effect on a Seller or Sellers, the Seller or Sellers so adversely and disproportionately affected, must provide their prior written consent for any such action to be taken; (c) engage and employ, on behalf of the Sellers, agents and representatives (including legal counsel and other professionals) and incur such expenses as the Representative may in its sole discretion determine necessary or appropriate in connection with the administration of the foregoing, at the expense of the Sellers; (d) pay or cause to be paid all expenses incurred or to be incurred by or on behalf of the Sellers in connection with this Agreement; (e) accept, deliver and receive instructions and notices required or permitted under this Agreement; (f) take all other actions to be taken by or on behalf of any Seller and exercise any and all rights that any Seller is permitted or required to do or exercise under this Agreement; and (g) take all other actions that are either necessary or appropriate in its judgment for the accomplishment of the foregoing or contemplated by the terms of this Agreement. Additionally, as promptly as practicable after the Closing, the Representative agrees to use a portion of the Representative's Fund to fully redeem the Representative's Class A Senior Preferred Units, Class A Junior Preferred Units, and Class B Senior Preferred Units, and Class B Junior Preferred Units, in each case, such that each holder thereof is paid in full with respect thereto and ceases to be a member of the Representative. The Representative will have no duties or responsibilities except for those expressly set forth herein, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on behalf of any Seller will exist with respect to the Representative in its capacity as such. The agencies and proxies created hereunder by the Sellers are coupled with an interest and are therefore irrevocable without the consent of the Representative, and will survive the death, incapacity, bankruptcy, dissolution or liquidation of any Seller. All decisions and acts by the Representative will be binding upon the Sellers and no Seller will have the right to object, dissent, protest or otherwise contest the same. Without limiting the generality of the foregoing, any notice delivered or payment made by the Purchaser to the Representative will be treated as having been delivered or made, as the case may be, to each Seller entitled thereto, regardless of the actions taken or not taken by the Representative following receipt of such notice or payment. The Representative is authorized to act on behalf of the Sellers in accordance with the terms of this Section 14.19, notwithstanding any dispute or disagreement with or among the Sellers. The Purchaser and any other third party will be entitled to rely on any and all actions taken by the Representative without any liability to, or obligation to inquire of, any of the Sellers. The Purchaser and any such other third party is and will be fully protected and indemnified by the Sellers in acting or refraining from acting upon and relying upon any notice, instruction, direction, request, waiver, consent, receipt or other paper or document in writing that the Purchaser or such other third party in good faith reasonably believes has been signed by the Representative. Neither the Representative nor any of its representatives will be liable to any Seller, or any other Person, relating to the performance of the Representative's duties and obligations under this Agreement for any errors in judgment, negligence, oversight, breach of duty or otherwise, except to the extent it is determined in a final and non-appealable order or judgment by a court of competent jurisdiction that the actions taken or not taken by the Representative constituted knowing, willful and intentional misconduct. The Representative and its representatives will be indemnified and held harmless by the Sellers, severally (and not jointly), each in accordance with their respective Securities as set forth on Schedule 5.03, from and against any and all losses, expenses and all other damages paid or otherwise incurred in any Legal Proceeding to which the Representative is made a party by reason of the fact that the Representative was acting as such pursuant to this Agreement; provided, however, that the Representative will not be entitled to indemnification hereunder to the extent it is determined in a final and non-appealable order or judgment by a court of competent jurisdiction that the actions taken or not taken by or on behalf of the Representative constituted knowing, willful and intentional misconduct. The Representative will be fully protected in acting upon any notice, statement or certificate believed by the Representative to be genuine and to have been furnished by the appropriate Person and in acting or refusing to act on any matter unless such action constitutes knowing, willful and intentional misconduct as determined in a final non-appealable order or judgment by a court of competent jurisdiction. The Representative is serving in that capacity solely for purposes of administrative convenience, and is not liable in such capacity or any other capacity for any of the obligations of the Company or the Sellers hereunder; and the Purchaser agrees that it will not in any event look to the assets of the Representative, acting in such capacity, for the satisfaction of any obligations to be performed by the Company or the Sellers hereunder.

(b) No later than one (1) Business Day prior to the Closing Date, the Representative shall deliver to the Purchaser a written notice designating to the Purchaser the wire instructions and account information for the account (the "Representative's Account") into which the Purchaser will, upon the occurrence of the Closing, deposit the Representative's Fund Amount pursuant to Section 2.02(a). The Representative is authorized to recover from the Representative's Account any losses, liabilities or expenses (including, for the avoidance of doubt, any out-of-pocket expenses or legal fees) incurred by the Representative and arising out of or in connection with the acceptance or

administration of the Representative's duties under this Agreement, and the Representative shall not draw from the Representative's Account for any other purpose. The Representative shall have no responsibility or liability for any loss of principal of the Representative's Account. For Tax purposes, the Representative's Fund shall be treated as having been received and voluntarily set aside by the Sellers at the time of the Closing. Within five (5) Business Days following the Representative's receipt of the final portion of the Indemnification Holdback Fund pursuant to Section 12.07(a), the Representative shall distribute the Representative's Fund to the Sellers in accordance with their respective Pro Rata Percentages.

(c) In the event that the Representative enters into any arrangement with any Seller or other Person with respect to the Representative's authority or discretion under this Agreement (including, for the avoidance of doubt, under Schedule A) or any limitations of any sort thereon, the Representatives and the Sellers shall (i) deliver to the Purchaser a copy of such proposed arrangement in advance of its adoption or execution, (ii) provide the Purchaser a reasonable opportunity to review such arrangement and (iii) consider in good faith any comments that the Purchaser may propose with respect to such arrangement.

Section 14.20 Legal Representation. Sheppard, Mullin, Richter & Hampton LLP ("SMRH") has acted as counsel for the Company in connection with this Agreement (the "Acquisition Engagement").

(a) Acquisition Engagement. All communications between Sellers or the Company and SMRH in the course of the Acquisition Engagement that relate in any way to the transactions contemplated by this Agreement and are subject to protection under the attorney-client privilege shall be deemed to be attorney-client confidences that belong solely to the Sellers and not the Company. Accordingly, the Purchaser shall not have access to any such communications, or to the files of SMRH relating to the Acquisition Engagement, whether or not the Closing occurs. Without limiting the generality of the foregoing, upon and after the Closing, (i) the Sellers and SMRH shall be the sole holders of the attorney-client privilege with respect to the Acquisition Engagement, and neither the Company nor the Purchaser shall be a holder thereof, (ii) to the extent that files of SMRH in respect of the Acquisition Engagement constitute property of the client, only the Sellers shall hold such property rights, and (iii) SMRH shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to the Company or the Purchaser by reason of any attorney-client relationship between SMRH and the Company or otherwise.

(b) Post-Closing Representation of the Sellers Including Matters Relating to the Acquisition. If the Sellers so desire, and without the need for any consent or waiver by the Company or the Purchaser, SMRH shall be permitted to represent the Sellers after the Closing in connection with any matter related to the transactions contemplated by this Agreement or any disagreement or dispute relating thereto. Without limiting the generality of the foregoing, after the Closing, SMRH shall be permitted to represent the Sellers any of their agents and Affiliates, or any one or more of them, in connection with any negotiation, transaction or dispute ("dispute" includes litigation, arbitration, mediation, negotiation or other adversary proceeding) with the Purchaser, the Company or any of their agents or Affiliates under or relating to this Agreement, any transaction contemplated by this Agreement, and any related matter (such as claims for indemnification and disputes involving employment or noncompetition or other agreements entered into in connection with this Agreement).

(c) Cessation of Attorney-Client Relationship With Company. Upon and after the Closing, the Company shall cease to have any attorney-client relationship with SMRH,

unless after the Closing SMRH is subsequently engaged in writing by the Company to represent the Company and either such engagement involves no conflict of interest with respect to the Sellers or the Sellers consent in writing to such engagement. Any representation of the Company or the Purchaser, or any of their respective Affiliates, by SMRH after Closing shall not affect the provisions of this Section 14.20. For example, and not by way of limitation, even if SMRH is representing the Company after the Closing, SMRH shall be permitted simultaneously to represent the Sellers in any disagreement or dispute relating to the transactions contemplated hereby.

(d) Consent and Waiver of Conflicts of Interest. The Sellers, the Company and the Purchaser consent to the arrangements in this Section 14.20 and waive any actual or potential conflict of interest that may be involved in connection with any representation by SMRH permitted hereunder.

Section 14.21 Time is of the Essence. The parties hereby expressly acknowledge and agree that time is of the essence for each and every provision of this Agreement.

* * * *

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement on the date first above written.

SHELLPOINT PARTNERS LLC

By: /s/ Saul I. Sanders

Name: Saul I. Sanders

Title: Co-CEO

NRM ACQUISITION LLC

By: /s/ Nicola Santoro, Jr.

Name: Nicola Santoro, Jr.

Title: Chief Financial Officer and Chief Operating Officer

SHELLPOINT SERVICES LLC

By: /s/ Joseph McSherry

Name: Joseph McSherry

Title: Senior Vice President

SHELLPOINT GROUP PARTICIPATION LLC

By: /s/ Saul I. Sanders

Name: Saul I. Sanders

Title: Co-CEO

SHELLPOINT MANAGEMENT HOLDINGS LLC

By: /s/ Saul I. Sanders

Name: Saul I. Sanders

Title: Co-CEO

SHELTER MORTGAGE ACQUISITION CORP

By: /s/ Marc McManus

Name: Marc McManus

Title: Vice President

WLR-SC FINANCING CONDUIT, LLC

By: /s/ James Lockhart

Name: James Lockhart

Title: Manager

RANIERI PARTNERS SM LLC

By: /s/ Lewis Ranieri

Name: Lewis Ranieri

Title:

/s/ James Curtis Faulkner

James Curtis Faulkner

Schedule A

Earnout Terms and Conditions

[SEE ATTACHED]

Preliminary Closing Statement

[SEE ATTACHED]

Adjusted TBV Methodology

[SEE ATTACHED]

Exhibit B

Form of Company LLC Agreement

[SEE ATTACHED]

Exhibit C

Form of Distribution Allocation Schedule

[SEE ATTACHED]

Exhibit 10.46

EXECUTION COPY

CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

FIRST AMENDMENT TO COOPERATIVE BROKERAGE AGREEMENT

This First Amendment to Cooperative Brokerage Agreement (this "First Amendment") is made as of November 16, 2017, and is by and between REALHome Services and Solutions, Inc., a Florida corporation ("RHSS, Inc."), REALHome Services and Solutions – CT, Inc., a Connecticut corporation ("RHSS-CT"), and New Residential Sales Corp., a Delaware Corporation ("NRZ Brokerage").

RECITALS

WHEREAS, on August 28, 2017, RHSS, Inc., RHSS-CT and NRZ Brokerage (collectively, the "Parties") entered into that certain Cooperative Brokerage Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "CBA");

WHEREAS, the Parties desire to amend the CBA as set forth herein; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed them in the CBA.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties and the covenants herein contained, each of the parties agree as follows:

1. Section 3(a) of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following Section 3(a), as follows:

"(a) NRZ Brokerage shall refer all listings and all sales of all REO Properties in the Covered Portfolios in the jurisdiction(s) in which NRZ Brokerage possesses all requisite licenses and approvals to engage in the conduct set forth in this Agreement, which REO Property NRZ Brokerage has been engaged to list, market, or sell and has the contractual and legal authority to refer to RHSS (the "Subject REO Referrals") during the term of this Agreement. In connection with any such referrals, RHSS and the applicable New Residential entity shall enter into separate listing agreements from time to time, substantially in the form and substance attached hereto as Exhibit 3, which such listing agreement may be executed by RHSS as appointed through power of attorney granted by the applicable New Residential entity. In the event of any conflict between any listing agreement and this Agreement, this Agreement will control. With respect to those Subject REO Referrals that constitute Existing REO Properties, NRZ Brokerage agrees it shall not take any action that interferes with RHSS acting as the listing broker and such Existing REO Properties shall be excluded from payment of any Commissions hereunder, except to the extent the Existing REO Properties are de-listed in accordance with Section 3(e) below, in which case Commissions shall be payable hereunder once the properties are relisted in accordance with this Agreement. Subject to the terms hereof, NRZ Brokerage hereby grants RHSS the right to list, market and/or sell the REO Properties associated with the Subject REO Referrals via the Hubzu® platform or another online auction platform, charging a buyer's premium totaling up to [***] percent ([***]%) of the Net Sales Price, subject to a minimum of $[***], and, only if the buyer's premium is [***] percent ([***]%) subject to a minimum of $[***], a technology fee of [***] $[***] in the event a property is auctioned or, regardless of the buyer's premium, a technology fee of [***] $[***] in the event a property is not auctioned."

2. Except with respect to Section 3(a) of the CBA, all provisions of the CBA shall remain unchanged and effective and are incorporated herein by reference.

3. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

REALHome Services and Solutions, Inc.

By: /s/ Min L. Alexander
Name: Min L. Alexander
Title: President
Date: November 16, 2017

REALHome Services and Solutions – CT, Inc.

By: /s/ Min L. Alexander
Name: Min L. Alexander
Title: President
Date: November 16, 2017

New Residential Sales Corp.

By: /s/ Nicola Santoro, Jr.
Name: Nicola Santoro, Jr.
Title: Chief Financial Officer
Date: November 16, 2017

Exhibit 10.47

EXECUTION COPY

CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24B-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

SECOND AMENDMENT TO COOPERATIVE BROKERAGE AGREEMENT

This **SECOND AMENDMENT TO COOPERATIVE BROKERAGE AGREEMENT** (this "Second Amendment") is made as effective as of the Second Amendment Effective Date, and is by and among REALHome Services and Solutions, Inc., a Florida corporation ("RHSS, Inc."), REALHome Services and Solutions – CT, Inc., a Connecticut corporation ("RHSS CT"), and New Residential Sales Corp., a Delaware Corporation ("NRZ Brokerage").

RECITALS

WHEREAS, on August 28, 2017, RHSS, Inc., RHSS CT, and NRZ Brokerage entered into that certain Cooperative Brokerage Agreement (as amended, the "CBA");

WHEREAS, RHSS, Inc., RHSS CT, and NRZ Brokerage desire to amend the CBA, in the manner set forth herein; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the CBA.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties, and the covenants herein contained, each of parties agree as follows:

1. Section 2(b) of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following Section 2(b) of the CBA, as follows:

"(b) "Acquisition Date" means, with respect to a given Portfolio, the first date upon which such Portfolio meets the definition of a Covered Portfolio."

2. Section 2(q) of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following Section 2(q) of the CBA, as follows:

"(q) "Covered Portfolios" means, individually or collectively,

(i) All Portfolios identified on Exhibit 1A attached hereto to the extent New Residential acquires the corresponding MSR Bundle; provided, however, that those Portfolios that are identified in a single written notification as HLSS Portfolios by New Residential to Altisource at least one (1) day prior to the Second Amendment Effective Date shall not be deemed Covered Portfolios until the business day following the Second Amendment Effective Date (all Portfolios in this subparagraph (q)(i) collectively being, the "HLSS Portfolios");

(ii) All Portfolios associated with any MSR Bundle that New Residential (1) acquires from Ocwen, or (2) acquires from an entity into which Ocwen merged or which acquired Ocwen or all or substantially all of Ocwen's assets (collectively "Ocwen Successors"), provided, however, that Portfolios associated with any MSR Bundle that New Residential acquires from an Ocwen Successor shall be Covered Portfolios only if Ocwen owned the MSR Bundle immediately prior to the transaction pursuant to which the Ocwen Successor acquired the MSR Bundle (collectively, the "Ocwen Portfolios"). Upon the transfer of any MSR Bundle to New Residential from Ocwen with respect to a Portfolio under this paragraph (ii), NRZ Brokerage will deliver to RHSS a schedule (to be attached hereto as Exhibit 1B) of the Portfolios within the Ocwen Portfolios, which schedule shall be updated in the event that New Residential acquires additional Portfolios from Ocwen;

(iii) Only upon PHH Mortgage Corporation's approval of RHSS as a vendor, all Portfolios identified on Exhibit 2 attached hereto (collectively, the "PHH Portfolios") to the extent New Residential acquires the corresponding MSR Bundle for the related Portfolio; and"

(iv) Any other Portfolios that correspond to any MSR Bundle that NRZ Brokerage and RHSS agree in writing from time to time that will be subject to this Agreement. Upon such agreement, NRZ Brokerage will deliver to RHSS a schedule of the Portfolios that shall become Covered Portfolios pursuant to this subparagraph (q)(iv), which schedule shall become an exhibit hereto and shall be updated in accordance with the Parties' agreement."

3. Section 2(tt) of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following Section 2(tt) of the CBA, as follows:

"(tt) "Portfolio" means a collection of mortgage loans that are the subject of a corresponding MSR Bundle."

4. Section 2 of the CBA is hereby amended to insert the following subsections (rrr), (sss), (ttt) and (uuu) at the end of such Section 2, as follows:

"(rrr) "MSR Bundle" means (1) either the MSRs or New Rights to MSR for the related Portfolio and (2) the right to sell the related REO Properties that previously secured loans in such Portfolio.

(sss) "New Ocwen Contract" means that certain Brokerage Services Agreement entered into between Ocwen Loan Servicing, LLC and New Residential (and for purposes of Section 8 thereto, New Residential Mortgage LLC), on and as of the Second Amendment Effective Date, under which New Residential obtains the right to designate the broker to market and list REO Properties associated with the Portfolios identified pursuant to Section 2(q)(i) herein."

(ttt) "New Rights to MSR" means a right to an economic interest in a MSR together with a right to designate the broker to market and list REO Properties associated with such a MSR, but only to the extent New Residential acquires both such rights after August 28, 2017; *provided, however,* that for the avoidance of doubt, the right to an economic interest in a MSR need not be acquired at the same time or as part of the same transaction as the right to designate the broker in order for the acquisition of both rights to constitute New Rights to MSR.

(uuu) "Second Amendment Effective Date" means January 18, 2018."

5. Section 4 of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following Section 4 of the CBA, as follows:

"4. [Intentionally Omitted.]"

6. The first sentence of Section 5(a)(1) of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following first sentence of Section 5(a)(i) of the CBA, as follows:

"(i) With respect to Subject REO Referrals that are from the HLSS Portfolio or the Ocwen Portfolio, in each case other than Existing REO Referrals, [***] REO Properties, or [***] REO Properties, which referral occurs prior to the date that is the earlier of (1) [***] months after the Acquisition Date related to the corresponding MSR Bundle for the Portfolio containing the loan that was previously secured by such REO Property, and (2) [***] months from the date of this Agreement:"

7. The first sentence of Section 5(a)(ii) of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following first sentence of Section 5(a)(ii) of the CBA, as follows:

(ii) With respect to Subject REO Referrals, in each case other than Existing REO Referrals, [***] REO Properties, or [***] REO Properties, that are from (1) the HLSS Portfolio or the Ocwen Portfolio, which referral occurs on or after the date which is the earlier of (a) [***] months after the Acquisition Date related to the corresponding MSR Bundle for the Portfolio containing the loan that was previously secured by such REO Property, and (b) [***] months from the date of this Agreement, or (2) the PHH Portfolio, which referral occurs at any time during the term of this Agreement:

8. Section 5(b) of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following Section 5(b) of the CBA, as follows:

"(b) Payment of Commissions.

(i) It is the intent of the Parties that Commissions be paid to NRZ Brokerage by the escrow agent from the proceeds at the closing of the sale of any Subject REO Referrals ("Closing"). RHSS shall wire or cause to be wired, the Commissions, in immediately available funds, to the bank account designated by NRZ Brokerage to RHSS in writing. RHSS shall provide NRZ Brokerage's wiring instructions to the escrow agent. RHSS shall cause the Commissions to be documented in the relevant settlement statement prior to or at Closing.

(ii) With regard to the periods (A) between the date of this Agreement and the Second Amendment Effective Date, and (B) from and after April 1, 2018: RHSS shall pay (or cause to be paid) to NRZ Brokerage (1) ninety percent (90%) of the total Commissions due NRZ Brokerage pursuant to Section 5 arising out of sales of Subject REO Referrals within five (5) business days following the Closings for such sales of Subject REO Referrals and (2) inclusive of the amounts paid under clause (ii)(1), one hundred percent (100%) of the total Commissions due NRZ Brokerage pursuant to Section 5 arising out of sales of Subject REO Referrals within fifteen (15) business days following the Closings for such sales of Subject REO Referrals.

(iii) With regard to the period between the Second Amendment Effective Date, and March 31, 2018: RHSS shall pay (or cause to be paid) to NRZ Brokerage (A) ninety percent (90%) of the total Commissions due NRZ Brokerage pursuant to Section 5 arising out of sales of Subject REO Referrals within ten (10) business days following the Closings for such sales of Subject REO Referrals and (B) inclusive of the amounts paid under clause (iii)(A), one hundred percent (100%) of the total Commissions due NRZ Brokerage pursuant to Section 5 arising out of sales of Subject REO Referrals within twenty (20) business days following the Closings for such sales of Subject REO Referrals.

(iv) RHSS shall not be responsible for delays in timing of the payment of Commissions (and such delays shall not count towards the foregoing payment timelines) to the extent caused by Applicable Law restricting or precluding RHSS or the Altisource Affiliated Escrow Agent from making such payment or any litigation, court order, faulty wiring instructions provided by NRZ Brokerage and operational issues with the wiring or receiving bank.

(v) RHSS shall use its commercially reasonable efforts to remediate any issue(s) resulting in delayed payment to NRZ Brokerage. In the event that delays in payment to NRZ Brokerage, no matter the reason for the delay, impact more than 5% of the Commissions owed to NRZ Brokerage at any given time, RHSS shall provide to NRZ Brokerage a written action plan for remediating the delays and shall provide NRZ Brokerage with monthly status reports regarding RHSS's progress under the applicable action plan.

(vi) NRZ Brokerage hereby provides RHSS with the authority to collect, and NRZ Brokerage will cooperate in RHSS's collection of, any remaining amounts owed on the Commissions on NRZ Brokerage's behalf. NRZ Brokerage understands and agrees that Commissions payable to NRZ Brokerage are its full and complete compensation under this Agreement and RHSS shall have no responsibility for any payments to other service providers unless directly engaged or agreed to in writing by RHSS. NRZ Brokerage shall provide "read-only" bank account access to RHSS for the purpose of tracking NRZ Brokerage's receipt of Commissions; failure to do so (or to otherwise provide RHSS with substantially real-time information necessary for RHSS to determine whether all Commissions have been received by NRZ Brokerage) shall, solely with respect to the Commissions with respect to which NRZ Brokerage failed to provide such access and information, suspend any liability for RHSS due it any failure to deliver or cause to be delivered Commissions to NRZ Brokerage within the time period specified in the preceding paragraph and any termination rights associated therewith. If the monthly report shows that NRZ Brokerage has received more Commissions than to which it is entitled hereunder (due to timing issues or otherwise) or to the extent that RHSS is otherwise aware that NRZ Brokerage has received more Commissions than to which it is entitled hereunder (due to timing issues or otherwise), NRZ Brokerage shall remit such excess amounts to RHSS within two (2) business days of NRZ Brokerage's knowledge of an overpayment or receipt of a written request from RHSS for such payment, which such request shall direct NRZ Brokerage to the monthly report that reflects such excess amounts or, if the related monthly report is insufficient for such purposes or has not been provided, shall include other supporting documentation; provided, however, that to the extent NRZ Brokerage believes that RHSS may have made a payment of Commissions to NRZ Brokerage in excess of the Commissions to which NRZ Brokerage is entitled, NRZ Brokerage shall notify RHSS of such belief within two (2) business days and shall reasonably cooperate with RHSS in investigating such excess payment.

9. Section 8 of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following Section 8 of the CBA, as follows:

"8. **Opportunity to Bid**. In the event that New Residential acquires any corresponding MSR Bundle in non-Covered Portfolios following execution of this Agreement, NRZ Brokerage shall provide RHSS and Altisource an opportunity to submit a proposal pursuant to which the Portfolios to which such corresponding MSR Bundle apply could become Covered Portfolios."

10. Section 10(a) of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following Section 10(a) of the CBA, as follows:

"(a) The Parties' rights under this Agreement shall continue in full force and effect and shall not be affected by the sale (or other transfer of a Covered Portfolio) by New Residential of any MSR Bundle to New Residential Affiliate."

11. Section 14 of the CBA is hereby amended to change the address, facsimile number or other information of RHSS for the purpose of notices to such Party, as follows:

"If to RHSS: REALHome Services and Solutions, Inc.
1000 Abernathy Road, Suite 245
Atlanta, GA 30328
Attention: Corporate Secretary
Email: contractmanagement@altisource.com ***and***
nrzinfo@altisource.com"

12. Section 19(a)(vii) of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following Section 19(a)(vii) of the CBA, as follows:

"(vii) *Failure to Meet Performance Standards*. By NRZ Brokerage, if RHSS's Quarterly Performance Score for any Service Level Metric contained in the Performance Scorecard falls below the applicable threshold for such Service Level Metric specified in the Performance Scorecard for two consecutive calendar quarters; *provided, however,* that RHSS's Quarterly Performance Score for any Service Level Metric contained in the Performance Scorecard for the calendar quarter commencing January 1, 2018, and ending March 31, 2018, shall not be taken into account for the purposes of the application of this subsection (vii)."

13. Section 19(a)(viii) of the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the following Section 19(a)(viii) of the CBA, as follows:

"(viii) *Failure to Deliver Periodic Reports*. By NRZ Brokerage, if RHSS fails to deliver periodic reports or other periodic deliverables by the due dates prescribed in the Vendor Management Addendum, which failure continues uncured (A) in the case of reports the Parties agree to and identify in writing are critical reports, for a period of [***] business days after the due date for such report, or (B) in the case of all other periodic reports or deliverables, for a period of [***] days after the due date for such report; *provided, however,* that (I) the cure period in subsection (A) above shall be extended for an additional [***] business days in the event any such failure occurs during the period between the Second Amendment Effective Date, and March 31, 2018 and (II) the cure period in subsection (B) above shall be extended for an additional [***] days in the event any such failure occurs during the period between the Second Amendment Effective Date, and March 31, 2018. For the purpose of this Section 19(a)(viii), the following are critical reports:

1. Monthly Business Review Deck – To the extent it satisfies the reporting obligations set forth in Vendor Management Addendum Sections 2(b) and 2(c) and as also listed as numbers 1-4 (under the heading "SLA Based Operational Reporting") in Exhibit 5B of this Agreement and 1-12 (under the heading "Non-SLA Based Operational Reporting") in Exhibit 5B of this Agreement.

2. Monthly New Listing report – To the extent it satisfies the reporting obligations set forth in Vendor Management Addendum Section 2(b) and as also listed as number 14 (under the heading "Non-SLA Based Operational Reporting").

3. Quarterly Results of Governmental Authority Examinations or Investigations – To the extent it satisfies the reporting obligation set forth in section 1(h) of the Vendor Management Addendum.

4. Quarterly Licensing Update – To the extent is satisfies the reporting obligation set forth in Section 1(g) of the Vendor Management Addendum.

5. Quarterly Financial Statements – To the extent it satisfies the reporting obligation set forth in section 1(k) of the Vendor Management Addendum."

14. Section 19(a)(xiv) of the CBA is hereby amended to insert the following sentence at the end of such Section 19(a)(xiv), as follows:

"Notwithstanding any of the foregoing, the provisions of this Section 19(a)(xiv) shall not apply to any breach by RHSS of Section 20(d) or Section 20(e) herein unless, as a direct result of a breach of such Section 20(d) Section 20(e) by RHSS in the conduct of providing brokerage services on the HLSS Portfolios, Ocwen shall first exercise its right to terminate the New Ocwen Contract pursuant to, and in compliance with, the New Ocwen Contract; and provided further, that any such right of termination of this Agreement shall apply only to those HLSS Portfolios which were the subject of the right of termination exercised by Ocwen under the New Ocwen Contract."

15. Section 20 of the CBA is hereby amended to insert the following subsections (d) and (e) at the end of such Section 20, as follows:

"(d) RHSS's employees, agents, and subcontractors, each to the extent engaged to perform licensed brokerage services as to New Rights to MSR for the related HLSS Portfolio (an "RMSR Portfolio") under the Agreement, shall have undergone and passed a criminal background investigation (conducted or ordered by RHSS or its Affiliates) prior to performing such brokerage services. Each such background investigation shall comply with all applicable laws and shall review, at a minimum, the applicable person's criminal record (according to county and federal level records) over the seven (7) years prior to commencement of the background investigation.

(e) RHSS shall at all times while performing Services hereunder as to an RMSR Portfolio, carry with an insurance agency with a Best's Insurance Reports rating of "[***]" or better: (i) worker's compensation insurance in accordance with the laws of the governmental bodies having jurisdiction; (ii) general liability insurance in amounts not less than [***] Dollars ($[***]) per occurrence and annual aggregate for bodily injury, personal injury and property damage liability combined; (iii) automobile insurance in amounts not less than [***] Dollars ($[***]) combined single limit for bodily injury and property damage for each occurrence and annual aggregate, covering all hired and non-owned vehicles; (iv) Commercial Crime Insurance/Fidelity in the amount of [***] Dollars ($[***]) per occurrence and annual aggregate, including coverage for theft or loss of NRZ Brokerage and NRZ Brokerage property; and (v) professional liability insurance to cover errors and omissions in amounts not less than [***] Dollars ($[***]) per occurrence and annual aggregate. RHSS shall provide a certificate of insurance indicating such coverage upon request by NRZ Brokerage. The insurance required under this Section 20(e) may be in a policy or policies of insurance, primary and excess, including so-called umbrella or catastrophe form, which may also include comprehensive automobile insurance and employer's liability insurance. The provisions of this Section 20(e) shall be in addition to (and not in lieu of) the obligations of RHSS set forth on Exhibit 5A herein."

16. Section D.1.a of Exhibit 6 to the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the Section D.1.a of Exhibit 6 to the CBA, as follows:

[***]

17. Section E of Exhibit 6 to the CBA is hereby deleted in its entirety, and inserted in lieu thereof is the Section E of Exhibit 6 to the CBA, as follows:

[***]

18. All remaining provisions of the CBA shall remain unchanged and effective and are incorporated herein by reference.

19. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment to Cooperative Brokerage Agreement as of the date first written above.

RHSS INC.:

REALHome Services and Solutions, Inc.

By: /s/ Min Alexander
Name: Min Alexander
Title: Vice President, Real Estate Services

RHSS CT.:

REALHome Services and Solutions – CT, Inc.

By: /s/ Min Alexander
Name: Min Alexander
Title: Vice President, Real Estate Services

NRZ BROKERAGE:

New Residential Sales Corp.

By: /s/ Nicola Santoro, Jr.
Name: Nicola Santoro, Jr.
Title: Chief Financial Officer and
Chief Operating Officer

EXHIBIT 12.1

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for each of the periods indicated:

	Year Ended December 31,				
	2017	**2016**	**2015**	**2014**	**2013**
Ratio of Earnings to Fixed Charges	3.53	2.68	2.01	4.28	18.29

For purposes of calculating the above ratios, (i) earnings represent “income (loss) before taxes,” excluding equity in earnings of unconsolidated subsidiaries, from our consolidated statements of operations, as adjusted for fixed charges and distributions from unconsolidated subsidiaries and (ii) fixed charges represent “interest expense” from our consolidated statements of operations. The above ratios are based solely on historical financial information.

EXHIBIT 21.1

NEW RESIDENTIAL INVESTMENT CORP. SUBSIDIARIES

Subsidiary	Jurisdiction of Incorporation/Organization
Advance Purchaser LLC	Delaware
Crowne Property Acquisitions LLC	Delaware
Hexagon Merger Sub Ltd.	Cayman Islands
HLSS (Cayman) Finco Ltd.	Cayman Islands
HLSS Advances Acquisition Corp.	Delaware
HLSS Holdings, LLC	Delaware
HLSS Management, LLC	Delaware
HLSS Mortgage LP	Cayman Islands
HLSS Mortgage Master Trust	Delaware
HLSS Mortgage Master Trust II	Delaware
HLSS MSR - EBO Acquisition LLC	Delaware
HLSS Roswell, LLC	Delaware
HLSS Servicer Advance Facility Transferor, LLC	Delaware
HLSS Servicer Advance Facility Transferor II, LLC	Delaware
HLSS Servicer Advance Receivables Trust	Delaware
HLSS Servicer Advance Receivables Trust II	Delaware
HLSS Servicer Advance Receivables Trust M3	Delaware
HLSS Servicer Advance Facility Transferor MS3 LLC	Delaware
HLSS SEZ LP	Cayman Islands
MSR Admin LLC	Delaware
MSR Admin Parent LLC	Delaware
MSR FM Admin LLC	Delaware
MSR FM Admin Parent LLC	Delaware
MSR FN Admin LLC	Delaware
MSR FN Admin Parent LLC	Delaware
MSR Holdings I-A LLC	Delaware
MSR IX Holdings LLC	Delaware
MSR IX LLC	Delaware
MSR IX Parent LLC	Delaware
MSR IX Trust	Delaware
MSR PLS3 1 LLC	Delaware
MSR VIII Holdings LLC	Delaware
MSR VIII LLC	Delaware
MSR VIII Parent LLC	Delaware
MSR VIII Trust	Delaware
MSR WAC LLC	Delaware
MSR X Holdings LLC	Delaware
MSR X LLC	Delaware
MSR X Parent LLC	Delaware

Subsidiary	Jurisdiction of Incorporation/Organization
MSR X Trust	Delaware
MSR XI Holdings LLC	Delaware
MSR XI LLC	Delaware
MSR XI Parent LLC	Delaware
MSR XI Trust	Delaware
MSR XII Direct LLC	Delaware
MSR XIII Direct LLC	Delaware
MSR XIV Holdings LLC	Delaware
MSR XIV LLC	Delaware
MSR XIV Parent LLC	Delaware
MSR XIV Trust	Delaware
MSR XV LLC	Delaware
MSR XVI Direct LLC	Delaware
MSR XVII Direct LLC	Delaware
MSR XVIII LLC	Delaware
MSR XXI LLC	Delaware
MSR XXII LLC	Delaware
MSR XXIII LLC	Delaware
MSR XXIV LLC	Delaware
MSR XXIX LLC	Delaware
MSR XXVI LLC	Delaware
MSR XXVII LLC	Delaware
MSR XXVIII LLC	Delaware
MSR XXX LLC	Delaware
MSR XXXI LLC	Delaware
MSR XXXII LLC	Delaware
MSR XXXIII LLC	Delaware
MSR XXXIV LLC	Delaware
MSR XXXV LLC	Delaware
New Residential Funding 2016-1 LLC	Delaware
New Residential Funding 2016-2 LLC	Delaware
New Residential Funding 2016-3 LLC	Delaware
New Residential Funding 2016-4 LLC	Delaware
New Residential Funding 2017-1 LLC	Delaware
New Residential Funding 2017-2 LLC	Delaware
New Residential Funding 2017-3 LLC	Delaware
New Residential Funding 2017-4 LLC	Delaware
New Residential Funding 2017-5 LLC	Delaware
New Residential Funding 2017-6 LLC	Delaware
New Residential Funding 2017-RPL1 LLC	Delaware
New Residential Funding 2018-1 LLC	Delaware

Subsidiary	Jurisdiction of Incorporation/Organization
New Residential Funding I LLC	Delaware
New Residential Funding II LLC	Delaware
New Residential Funding III LLC	Delaware
New Residential Funding IV LLC	Delaware
New Residential Funding V LLC	Delaware
New Residential Investment Corp. (f/k/a NIC MSR LLC)	Delaware
New Residential Mortgage LLC	Delaware
New Residential Mortgage Loan Trust 2014-1	Delaware
New Residential Mortgage Loan Trust 2014-2	Delaware
New Residential Mortgage Loan Trust 2014-3	Delaware
New Residential Mortgage Loan Trust 2015-1	Delaware
New Residential Mortgage Loan Trust 2015-2	Delaware
New Residential Mortgage Loan Trust 2016-1	Delaware
New Residential Mortgage Loan Trust 2016-2	Delaware
New Residential Mortgage Loan Trust 2016-3	Delaware
NEW RESIDENTIAL MORTGAGE LOAN TRUST 2016-4	Delaware
New Residential Mortgage Loan Trust 2017-1	Delaware
New Residential Mortgage Loan Trust 2017-2	Delaware
New Residential Mortgage Loan Trust 2017-3	Delaware
New Residential Mortgage Loan Trust 2017-4	Delaware
New Residential Mortgage Loan Trust 2017-5	Delaware
New Residential Mortgage Loan Trust 2017-6	Delaware
New Residential Mortgage Loan Trust 2017-RPL1	Delaware
New Residential Sales Corp.	Delaware
New Residential Sales LLC	Delaware
NIC MSR I LLC	Delaware
NIC MSR II LLC	Delaware
NIC MSR III LLC	Delaware
NIC MSR IX FH LLC	Delaware
NIC MSR VIII LLC	Delaware
NIC MSR X FN LLC	Delaware
NIC MSR XI GN LLC	Delaware
NIC MSR XIV TBW FH LLC	Delaware
NIC Reverse Loan LLC	Delaware
NIC RMBS LLC	Delaware
NRM (NSM) Servicer Advance Facility Receivables Trust (Agency) JPMC	Delaware
NRM (NSM) Servicer Advance Facility Transferor (Agency) JPMC LLC	Delaware
NRM Acquisition LLC	Delaware
NRM Holdco LLC	Delaware
NRM PHH Agency SAF Depositor JPMC LLC	Delaware
NRM PHH Agency SAF JPMC Trust	Delaware

Subsidiary	Jurisdiction of Incorporation/Organization
NRM PHH PLS SAF Depositor JPMC LLC	Delaware
NRM PHH PLS SAF JPMC Trust	Delaware
NRM Servicer Advance Facility Receivables Trust (Agency) JPMC	Delaware
NRM Servicer Advance Facility Transferor (Agency) JPMC, LLC	Delaware
NRZ 2014-3 Holdings LLC	Delaware
NRZ 2015-1 Holdings LLC	Delaware
NRZ 2015-2 Holdings LLC	New York
NRZ 2016-1 Holdings LLC	Delaware
NRZ 2016-2 Holdings LLC	Delaware
NRZ 2016-3 Holdings LLC	Delaware
NRZ 2016-4 Holdings LLC	Delaware
NRZ 2016-PLS1A Borrower LLC	New York
NRZ 2016-PLS1B Borrower LLC	New York
NRZ 2017-1 Holdings LLC	New York
NRZ Advance Facility Transferor 2015-ON1 LLC	New York
NRZ Advance Funding PLS3 Depositor, LLC	Delaware
NRZ Advance Funding PLS3 Holdings, LLC	New York
NRZ Advance Funding PLS3 Purchaser, LLC	New York
NRZ Advance Funding PLS3 Trust	Delaware
NRZ Advance Receivables Trust 2015-ON1	Delaware
NRZ Advance Sub LLC (f/k/a Advance TRS LLC)	Delaware
NRZ Advances Holdco LLC	Delaware
NRZ Agency MBS LLC	Delaware
NRZ Consumer 2016-1 LLC	Delaware
NRZ Consumer 2016-1 Trust	Delaware
NRZ Consumer LLC	Delaware
NRZ Consumer Receivables Funding Trust	Delaware
NRZ EBO Holdings LLC	Delaware
NRZ EBO I (Series 2017-1) REO LLC	Delaware
NRZ Holdings Parent LLC	Delaware
NRZ Inventory Trust	Delaware
NRZ MBN Issuer Holdings LLC	Delaware
NRZ Mortgage Holdings LLC	Delaware
NRZ MSR CS LLC	Delaware
NRZ Pass-Through IV Parent LLC	Delaware
NRZ Pass-Through Trust EBO I	Delaware
NRZ Pass-Through Trust I	New York
NRZ Pass-Through Trust II	New York
NRZ Pass-Through Trust IV	New York
NRZ Pass-Through Trust IX	New York
NRZ Pass-Through Trust IX-B	New York

Subsidiary	Jurisdiction of Incorporation/Organization
NRZ Pass-Through Trust V	New York
NRZ Pass-Through Trust V-B	New York
NRZ Pass-Through Trust VI	New York
NRZ Pass-Through Trust VI-B	New York
NRZ Pass-Through Trust VII	New York
NRZ Pass-Through Trust VII (NPL)	New York
NRZ Pass-Through Trust VII (Pref)	New York
NRZ Pass-Through Trust VII-B (Pref)	New York
NRZ Pass-Through Trust VIII	New York
NRZ Pass-Through Trust X	New York
NRZ Pass-Through Trust X-B	New York
NRZ Pass-Through V Parent LLC	Delaware
NRZ Pass-Through VII Parent LLC	Delaware
NRZ Pro Credit Designated Activity Company	Ireland
NRZ Pro Credit Limited	Cayman Islands
NRZ Pro Credit LP	Delaware
NRZ Pro I LLC	Delaware
NRZ Pro II LLC	Delaware
NRZ Pro III LLC	Delaware
NRZ Pro Warrant LLC	Delaware
NRZ RA Holdings LLC	Delaware
NRZ REO I Corp.	Delaware
NRZ REO II Corp.	Delaware
NRZ REO III Corp.	Delaware
NRZ REO Inventory Corp.	Delaware
NRZ REO Inventory LLC	Delaware
NRZ REO IV Corp.	Delaware
NRZ REO IX LLC	Delaware
NRZ REO V Corp.	Delaware
NRZ REO V-2 Corp.	Delaware
NRZ REO V-B Corp.	Delaware
NRZ REO VI Corp.	Delaware
NRZ REO VI-B LLC	Delaware
NRZ REO VII LLC (NPL)	Delaware
NRZ REO VII LLC (Pref)	Delaware
NRZ REO VIII LLC (f/k/a NRZ REO VIII-B LLC)	Delaware
NRZ REO X LLC	Delaware
NZR REO XI LLC	Delaware
NRZ RMBS I L.L.C.	Marshall Islands
NRZ RMBS II L.L.C.	Marshall Islands
NRZ RMBS III L.L.C.	Marshall Islands

Subsidiary	Jurisdiction of Incorporation/Organization
NRZ RMBS IV L.L.C.	Marshall Islands
NRZ RMBS V L.L.C.	Marshall Islands
NRZ RPL Sponsor LLC	Delaware
NRZ SC America LLC	Delaware
NRZ SC America Trust 2015-1	Delaware
NRZ SC Credit Limited	Cayman Islands
NRZ SC Credit Trust 2015-1	Delaware
NRZ SC Finance I LLC	Delaware
NRZ SC Finance II LLC	Delaware
NRZ SC Finance III LLC	Delaware
NRZ SC Finance IV LLC	Delaware
NRZ SC Finance Trust 2015-1	Delaware
NRZ SC Finance V LLC	Delaware
NRZ Servicer Advance Facility Transferor (ON) JPMC LLC	Delaware
NRZ Servicer Advance Facility Transferor JPMC, LLC	Delaware
NRZ Servicer Advance Facility Transferor MS, LLC	Delaware
NRZ Servicer Advance Facility Transferor MS2 LLC	Delaware
NRZ Servicer Advance Receivables Trust (ON) JMPC	Delaware
NRZ Servicer Advance Facility Transferor BAM (AP) LLC (F/K/A NRZ Servicer Advance Facility Transferor CS, LLC)	Delaware
NRZ Servicer Advance Receivables Trust BAM (AP) (f/k/a NRZ Servicer Advance Receivables Trust CS)	Delaware
NRZ Servicer Advance Receivables Trust JPMC	Delaware
NRZ Servicer Advance Receivables Trust MS	Delaware
NRZ Servicer Advance Receivables Trust MS2	Delaware
NRZ SPONSOR HOLDCO LLC	Delaware
NRZ Sponsor IX LLC	Delaware
NRZ Sponsor VIII LLC	Delaware
NRZ Sponsor V LLC	Delaware
NRZ Sponsor VI LLC	Delaware
NRZ Sponsor VII LLC	Delaware
NRZ Sponsor VII LLC (NPL)	Delaware
NRZ Sponsor X LLC	Delaware
NRZ Sponsor XI LLC	Delaware
PF LoanCo Funding LLC	Cayman Islands
PF LoanCo Trust	New York
PF WarehouseCo Funding LLC	Cayman Islands
PF WarehouseCo Trust	New York
PF WarrantCo Holdings, LP	Delaware
Reverse REO JV LLC	Delaware
Reverse REO LLC (f/k/a Reverse TRS LLC)	Delaware
SPRINGCASTLE Acquisition LLC	Delaware

Subsidiary	Jurisdiction of Incorporation/Organization
SpringCastle America Funding, LLC	Delaware
SPRINGCASTLE AMERICA, LLC	Delaware
SpringCastle Credit Funding, LLC	Delaware
SPRINGCASTLE CREDIT, LLC	Delaware
SpringCastle Finance Funding, LLC	Delaware
SPRINGCASTLE FINANCE, LLC	Delaware

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-3 ASR No. 333-196060) of New Residential Investment Corp. and Subsidiaries and in the related Prospectus of our reports dated February 14, 2018, with respect to the consolidated financial statements of New Residential Investment Corp. and Subsidiaries and the effectiveness of internal control over financial reporting of New Residential Investment Corp. and Subsidiaries, included in this Annual Report (Form 10-K) for the year ended December 31, 2017.

/s/ Ernst & Young LLP

New York, New York
February 14, 2018

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Michael Nierenberg, certify that:

1. I have reviewed this annual report on Form 10-K of New Residential Investment Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d–15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 14, 2018

/s/ Michael Nierenberg

Michael Nierenberg

Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Nicola Santoro, Jr., certify that:

1. I have reviewed this annual report on Form 10-K of New Residential Investment Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d–15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 14, 2018

/s/ Nicola Santoro, Jr.

Nicola Santoro, Jr.

Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION OF CEO PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of New Residential Investment Corp. (the "Company") for the annual period ended December 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Michael Nierenberg, as Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 14, 2018

/s/ Michael Nierenberg

Michael Nierenberg

Chief Executive Officer

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

CERTIFICATION OF CFO PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of New Residential Investment Corp. (the "Company") for the annual period ended December 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Nicola Santoro, Jr., as Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 14, 2018

/s/ Nicola Santoro, Jr.

Nicola Santoro, Jr.

Chief Financial Officer

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.