

OCWEN FINANCIAL CORP  
Form 8-K  
October 24, 2011

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UNITED STATES

**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**

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FORM 8-K

Current Report

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

Date of Report (Date of earliest event reported): October 19, 2011

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OCWEN FINANCIAL CORPORATION  
(Exact name of registrant as specified in its charter)

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Florida (State or other jurisdiction of incorporation)	1-13219 (Commission File Number)	65-0039856 (IRS Employer Identification No.)
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2002 Summit Boulevard  
6th Floor  
Atlanta, Georgia  
(Address of principal executive offices)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))



Item 1.01 Entry Into a Material Definitive Agreement.

On October 19, 2011, Ocwen Financial Corporation (“Ocwen”) entered into a Purchase Agreement (the “Agreement”) with SCI Services, Inc., a Virginia corporation (the “Acquired Company”), Saxon Capital Holdings, Inc., a Delaware corporation (“Seller”), Morgan Stanley Mortgage Capital Holdings LLC, a New York limited liability company (“Parent”) and, solely for specified sections indicated therein, Morgan Stanley, a Delaware corporation (together with Seller and Parent, the “Selling Companies”), pursuant to which, among other things, Ocwen agreed to acquire, subject to certain conditions (i) all of the issued and outstanding stock of the Acquired Company, a subsidiary of Seller and the corporate parent of Saxon Mortgage Services, Inc., a provider of servicing and subservicing of primarily non-prime residential mortgage loans (the “Business”) and (ii) certain mortgage servicing rights currently owned by Parent and its affiliates (such transactions and the other transactions contemplated by the Agreement are referred to herein as the “Transaction”). The Transaction includes the acquisition of approximately \$26.6 billion in unpaid principal balance of mortgage servicing rights as of June 30, 2011, of which Ocwen currently subservices approximately \$10.9 billion. The Transaction also includes the acquisition of approximately \$12.9 billion of loans that Saxon subservices for Morgan Stanley and others. This subservicing may be transferred to Ocwen, pending approval by the owners of the servicing, or will be subserviced by Ocwen under short-term agreements with Parent. The base purchase price for the Transaction is approximately \$59.3 million which is payable by Ocwen in cash at closing, subject to certain adjustments at closing set forth in the Agreement. In addition, subject to adjustments based on outstanding servicer advances at closing, Ocwen will pay an estimated \$292.2 million to Seller for the portion of the estimated \$1.392 billion of servicing advance receivables associated with the Business that will not be financed by third parties as described below. Ocwen plans to finance the Transaction primarily with a combination of cash on-hand, cash generated through operations, available credit and two new committed servicing advance facilities described below. Ocwen expects to cover any remaining requirement through the potential sale of assets to HLSS, or accessing a combination of public or private debt or equity markets.

For purposes of the Transaction, Ocwen has received commitments from Wells Fargo Bank, National Association and Credit Suisse AG, New York Branch for servicing advance facilities in an aggregate amount not to exceed \$1.1 billion (the “Third Party Advance Facilities”). Subject to the terms of the Purchase Agreement, if the conditions to closing the Transaction have been satisfied or waived (which conditions do not include the closing of the Third Party Advance Facilities (or other alternative debt financing)) and Ocwen does not consummate the Transaction, Ocwen would be required to pay Seller a termination payment of \$40 million if either Ocwen or Seller elected to terminate the Agreement in accordance with the terms of the Agreement. Ocwen is obligated to use its reasonable best efforts to close on the Third Party Advance Facilities (or other alternative debt financing, subject to certain limitations set forth in the Agreement).

Each of the Selling Companies, the Acquired Company and Ocwen has made various representations, warranties and covenants in the Agreement. Seller has agreed, among other things, to (i) conduct the Business in the ordinary course of business consistent with past custom and practice during the period prior to the consummation of the Transaction and (ii) under certain conditions, to make post-closing adjustments for certain subservicing of whole loans that is terminated or transferred from the Acquired Company or its subsidiaries to another service provider within one year following the consummation of the Transaction. Ocwen has agreed, among other things, to obtain an aggregate amount that is sufficient to finance the Transaction, including the full amount of the purchase price and related fees and expenses.

As part of the Transaction, the Selling Companies and Ocwen have agreed to indemnification provisions for the benefit of the other party. Additionally, the Selling Companies have agreed to retain certain contingent liabilities for losses, fines and penalties that could result from claims by government authorities and certain third parties relating to the Acquired Company's and its subsidiaries' pre-closing foreclosure, servicing and loan origination practices. Further, the Selling Companies and Ocwen have agreed to share certain losses arising out of third-party claims in connection with Acquired Company's pre-closing performance under its servicing agreements.

The Agreement contains specified termination rights for the parties. Among other circumstances, the Agreement may be terminated by either Seller or Ocwen if the closing has not occurred by April 2, 2012 (the "Termination Date"); provided, that if either party fails to receive certain requisite regulatory approvals by such date, the Termination Date may be extended until June 1, 2012. The consummation of the Transaction is subject to the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and other conditions.

The foregoing description of the Agreement and the Transaction is not complete and is subject to and qualified in its entirety by reference to the Agreement, a copy of which is attached hereto as Exhibit 2.1, and the terms of which are incorporated herein by reference. Any values associated with the assets and liabilities of the Acquired Company as set forth in the Agreement reflect measurements as of June 30, 2011. Ocwen expects such values to change at the closing of the Transaction, including in certain instances, as a result of purchase accounting under GAAP.

The Agreement has been included to provide investors and security holders with information regarding its terms. It is not intended to provide any other financial information about Ocwen, Seller or any of their respective subsidiaries and affiliates. The representations, warranties and covenants contained in the Agreement were made only for purposes of that agreement and as of specific dates; were solely for the benefit of the parties to the Agreement; may be subject to limitations agreed upon by the parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Agreement instead of establishing these matters as facts; and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of Ocwen or Seller or any of their respective subsidiaries and affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Agreement, which subsequent information may or may not be fully reflected in public disclosures by Ocwen and Seller.

The Transaction is expected to close in the first quarter of 2012.

#### Forward-Looking Statements

This Current Report on Form 8-K (including information included or incorporated by reference herein) includes “forward-looking statements” within the meaning of the safe harbor provisions of the United States Private Securities Litigation Reform Act of 1995. Such statements may include, but are not limited to, statements about the benefits of the proposed Transaction, including future financial and operating results, Ocwen’s plans, objectives, expectations and intentions and other statements that are not historical facts. Such statements are based upon the current beliefs and expectations of the parties and are subject to significant risks and uncertainties. Actual results may differ from those set forth in the forward-looking statements.

Risks and uncertainties include uncertainties as to the purchase price to be paid at closing; the timing of the closing of the Transaction; the possibility that the Transaction may not close, including, but not limited to, due to the failure to satisfy the closing conditions; the effects of disruption from the Transaction making it more difficult to maintain business and operational relationships; as well as the risk of new and changing regulation and policies in the U.S. and internationally and the exposure to litigation and/or regulatory actions. Additional factors that could cause results to differ materially from those described in the forward-looking statements can be found in Ocwen’s public disclosure filings with the Securities and Exchange Commission (the “SEC”). Ocwen disclaims any intent or obligation to update any forward-looking statements as a result of developments occurring after the period covered by this report or otherwise. Copies of Ocwen’s SEC filings are available at the SEC’s website at [www.sec.gov](http://www.sec.gov).

Item 9.01 Financial Statements and Exhibits.

(a)-(c) Not applicable.

(d) Exhibits:

Exhibit No. Description

2.1 Purchase Agreement dated as of October 19, 2011, by and among Morgan Stanley (solely for purposes of Article 5, Section 7.4, Section 8.7, Article 11 and Article 12), SCI Services, Inc., Saxon Capital Holdings, Inc., Morgan Stanley Mortgage Capital Holdings LLC and Ocwen Financial Corporation.\*

\* The schedules referenced in the Purchase Agreement have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule will be furnished supplementally to the Securities and Exchange Commission upon request.

SIGNATURES

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

OCWEN FINANCIAL CORPORATION

By: /s/ John P. Van Vlack  
John P. Van Vlack  
Executive Vice President, Chief Financial Officer and Chief  
Accounting Officer  
(On behalf of the Registrant and as its principal financial  
officer)

Date: October 19, 2011