

## Exhibit 1

### A. Borrower Assistance

Based on the alleged violations discovered during the Compliance Review examination referenced in the attached Consent Order, OLS hereby agrees to provide \$198,000,000.00 in Debt Forgiveness through loan modifications on first lien and second lien residential mortgage loans as defined below, to borrowers who meet the eligibility criteria pursuant to the below provisions.

### B. Loan Modification Criteria

1. For first lien loan modifications, OLS shall receive credit for every dollar of Debt Forgiveness except to the extent that state or federal funds paid to OLS in its capacity as an investor are the source of OLS's credit claim, provided that:
  - a. At the time the modification is offered, the borrower is at least 30 days delinquent or otherwise qualifies as being at imminent risk of default due to his or her financial situation;
  - b. The borrower's pre-modification LTV (post-capitalization of any delinquent charges) is greater than or equal to 80%;
  - c. The borrower's payments under the modified terms are current as of 90 days following the implementation of the modification, or are brought current within 180 days following implementation of modification; and
  - d. The borrower's post-modification LTV is no greater than 120%, which may be determined in accordance with the HAMP Principal Reduction Alternative program.
2. For second lien loan modifications, OLS shall receive credit toward this obligation for every dollar of Debt Forgiveness if:
  - a. At the time the modification is offered, the borrower is at least 30 days delinquent or otherwise qualifies as being at imminent risk of default due to his or her financial situation;
  - b. The borrower's payments under the modified terms are current as of 90 days following the implementation of the modification, or are brought current within 180 days following implementation of the modification.

### C. Calculation of Debt Forgiveness Amounts

1. OLS shall receive dollar-for-dollar credit for Debt Forgiveness, which consists of Unpaid Principal Balance ("UPB") Forgiven plus Eligible Capitalized Amounts Forgiven, as defined below, through loan modifications that meet the criteria described above.
  - a. "Unpaid Principal Balance Forgiven" shall be calculated as the greater of either (i) zero dollars (\$0), or (ii) pre-modification UPB minus post-modification UPB.

b. "Eligible Capitalized Amounts Forgiven" shall be calculated as the lesser of either (i) Total Amount Forgiven, or (ii) delinquent interest plus escrow advanced. Escrow advanced shall not include late fees or corporate advances including foreclosure attorney's fees advanced, foreclosure costs advanced, bankruptcy attorney's fees advanced, bankruptcy costs advanced, property valuation fees advanced, or property inspection fees advanced

c. "Total Amount Forgiven" shall be calculated as pre-modification total debt minus post-modification UPB.

2. OLS shall receive credit for all loan modifications described herein which are Contractually Current at the time the modification is completed in OLS's servicing system, which is denoted by the "modification completed" system indicator. "Contractually Current" means less than 30 days delinquent.
3. OLS shall receive credit for all loan modifications described herein where no delinquent fees attributable to the borrower exist at the time the modification is completed in OLS's servicing system, which is denoted by the "modification completed" system indicator; or, to the extent any delinquent fees did exist at that time, those fees were subsequently waived by OLS. For additional costs that may be incurred post modification effective date, and all escrow advances assessed after the modification date, those costs will still be owed by the borrower and OLS shall not be prevented from receiving credit for the modification.

#### D. Other Requirements

1. OLS shall not, in the ordinary course, require a borrower to waive or release legal claims and defenses as a condition of approval for a loan modification under these borrower assistance requirements. However, nothing herein shall preclude OLS from requiring a waiver or release of legal claims and defenses with respect to a loan modification offered in connection with the resolution of a contested claim, when the borrower would not otherwise have qualified for that loan modification under existing servicer programs.
2. OLS shall be entitled to receive credits towards its \$198,000,000.00 borrower assistance commitment for modifications where the modification effective date is on or after July 1, 2016. The modification effective date shall be defined as the date of the borrower's first modified payment.
3. If OLS fails to meet the \$198,000,000.00 borrower assistance commitment as set forth in these borrower assistance requirements within the three (3) year period ending June 30, 2019, then OLS shall pay a cash penalty in an amount equal to the unmet commitment amount, subject to the requirements in paragraph 12 of the Consent Order. In the event there is a material change in market conditions that OLS can demonstrate makes it unable to meet the \$198,000,000 borrower assistance commitment notwithstanding its good faith efforts to do so, the Parties commit to engage in good faith discussions regarding an extension or other modification of the terms of this commitment.

4. OLS agrees that it will not implement any of the borrower assistance requirements described herein through policies that discriminate against any protected class of borrowers. This provision shall not preclude OLS from implementing programs to assist borrowers facing language access barriers, or programs targeting regions with higher delinquency rates or higher proportions of underwater mortgages.
5. Satisfaction of these borrower assistance requirements by OLS in accordance with the Consent Order in connection with any residential mortgage loan is expressly subject to, and shall be interpreted in accordance with, as applicable, the terms and provisions of the Servicer Participation Agreement with the U.S. Department of Treasury, any servicing agreement, subservicing agreement under which OLS services for others, special servicing agreement, mortgage or bond insurance policy or related agreement or requirements to which OLS is a party and by which it or its servicing affiliates are bound pertaining to the servicing or ownership of the mortgage loans, including without limitation the requirements, binding directions, or investor guidelines of the applicable investor (such as Fannie Mae or Freddie Mac), mortgage or bond insurer, or credit enhancer, provided, however, that the inability of OLS to offer a type, form or feature of the borrower assistance by virtue of an Applicable Requirement shall not relieve OLS of its aggregate borrower assistance obligations imposed by the Consent Order, *i.e.*, OLS must satisfy such obligations through the offer of other types, forms or features of borrower assistance that are not limited by such Applicable Requirement. The term Applicable Requirements is defined as (a) applicable federal, state and local laws, rules and regulations, (b) the terms of the applicable mortgage loan documents, (c) section 201 of the Helping Families Save Their Homes Act of 2009, and (d) the terms and provisions of the Servicer Participation Agreement with the Department of Treasury, any servicing agreement, subservicing agreement under which OLS services for others, special servicing agreement, mortgage or bond insurance policy or related agreement or requirements to which OLS is a party and by which it or its servicing is bound pertaining to the servicing or ownership of the mortgage loans, including without limitation the requirements, binding directions, or investor guidelines of the applicable investor (such as Fannie Mae or Freddie Mac), mortgage or bond insurer, or credit enhancer.
6. OLS shall not receive any credit under these borrower assistance requirements for any federal or state incentive payments received by OLS for modifications made under federal or proprietary programs.