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*Proposed Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:
In re	:
	:
DITECH HOLDING CORPORATION, et al.,	:
	:
Debtors.¹	:
	:
-----X	

Chapter 11

Case No. 19-10412 (JLG)

(Jointly Administered)

**NOTICE OF HEARING ON
APPLICATION OF DEBTORS FOR AUTHORITY
TO EMPLOY AND RETAIN PRICEWATERHOUSECOOPERS
LLP AS TAX, VALUATION, AND ACCOUNTING CONSULTANTS
FOR DEBTORS NUNC PRO TUNC TO COMMENCEMENT DATE**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Debtors' principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

PLEASE TAKE NOTICE that a hearing on the annexed application (the “**Application**”), of Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for entry of an order pursuant to sections 327(a) and 328(a) of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), for authority to retain and employ PricewaterhouseCoopers LLP (“**PwC**”) as tax, valuation, and accounting consultants for the Debtors *nunc pro tunc* to the commencement date, all as more fully set forth in the Application, will be held before the Honorable James L. Garrity, Jr., United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, Courtroom 601, One Bowling Green, New York, New York 10004 (the “**Bankruptcy Court**”) on **March 14, 2019 at 11:00 a.m. (Eastern Time)** (the “**Hearing**”), or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections (the “**Objections**”) to the Motion shall be in writing, shall conform to the Bankruptcy Rules and the Local Bankruptcy Rules for the Southern District of New York, shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted pro hac vice, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov), and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served to the Notice Parties (as defined in the Motion), so as to

be filed and received no later than **March 7, 2019 at 4:00 p.m. (Eastern Time)**
(the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered without further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that any objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted upon default.

Dated: February 22, 2019
New York, New York

/s/ Sunny Singh
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
DITECH HOLDING CORPORATION, et al.,	:	Case No. 19-10412 (JLG)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
-----	X	

**APPLICATION OF DEBTORS FOR AUTHORITY
TO EMPLOY AND RETAIN PRICEWATERHOUSECOOPERS
LLP AS TAX, VALUATION, AND ACCOUNTING CONSULTANTS
TO THE DEBTORS NUNC PRO TUNC TO THE COMMENCEMENT DATE**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Ditech Holding Corporation (f/k/a Walter Investment Management Corp.)
("DHCP") and its debtor affiliates, as debtors and debtors in possession in the above-captioned
chapter 11 cases (collectively, the "**Debtors**" or the "**Company**"), respectfully represent as follows
in support of this application:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Debtors' principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

Background

1. On February 11, 2019 (the “**Commencement Date**”), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of creditors has been appointed in these chapter 11 cases.

2. The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. The Debtors commenced these chapter 11 cases on a prearranged basis with the support of more than seventy-five percent (75%) of their term loan lenders, who have committed to support a value-maximizing chapter 11 plan that contemplates a debt-to-equity recapitalization transaction and provides for the simultaneous marketing of all or substantially all of the Debtors’ assets to the extent such sale represents a higher or better value than the recapitalization transaction. Consistent with their obligations under that certain Restructuring Support Agreement, dated as of February 8, 2019, the Debtors intend to file a proposed plan of reorganization shortly and will seek to emerge from chapter 11 on an expedited timeframe.

4. Information regarding the Debtors’ business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Gerald A. Lombardo Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for*

the Southern District of New York (the “**Lombardo Declaration**”), sworn and filed on the Commencement Date [ECF No. 2].²

Jurisdiction

5. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

6. By this Application, pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), authorizing them to retain and employ PricewaterhouseCoopers LLP (“**PwC**”) as tax, valuation, and accounting consultants, effective *nunc pro tunc* to the Commencement Date, in accordance with the terms and conditions set forth in PwC’s engagement letters (the “**Engagement Letters**”) attached as **Exhibits 1 through 9** respectively, to the Goerlich Declaration (as defined herein). In support of the Application, the Debtors submit the declaration of Daniel Goerlich a PwC Partner, attached hereto as **Exhibit B** (the “**Goerlich Declaration**”).

PwC’s Qualifications

7. PwC is a leading full-service accounting, consulting, and financial services firm with over 79 offices and more than 45,000 employees in the United States. PwC is the United States-based firm of a global network of separate and independent member firms that operate

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lombardo Declaration.

locally in countries around the world. PwC is well-qualified to provide the proposed services to the Debtors. PwC has extensive experience and knowledge in performing the scope of work described below and is widely recognized for its experience and expertise in the provision of such services to large and complex business entities. PwC has also been retained in numerous nationally prominent chapter 11 proceedings. PwC's qualifications, including a description of its staffing and approach in providing services are more fully set forth in the Goerlich Declaration.

8. The Debtors have previously employed PwC to provide tax, valuation, and accounting services. In connection with its previous employment by the Debtors, PwC has attained considerable knowledge concerning the Debtors and is already familiar with the Debtors' business affairs to the extent necessary for the scope of the services that PwC proposes to perform during these chapter 11 cases.

9. Moreover, PwC has considerable experience providing accounting, tax, auditing, and financial advisory services to businesses in a chapter 11 environment, and has been employed in numerous chapter 11 cases, including: *In re iHeartMedia, Inc.*, Case No. 18-31274 (MI) (Bankr. S.D.T.X. Apr. 12, 2018) (ECF No. 444); *In Cumulus Media Inc.*, Case No. 17-13381 (SCC) (Bankr. S.D.N.Y. Mar. 6, 2018) (ECF No. 526); *In re Walter Inv. Mgmt. Corp.*, Case No. 17-13446 (JLG) (Bankr. S.D.N.Y. Jan. 18, 2018) (ECF No. 173); *In re Westinghouse Elec. Co. LLC*, Case No. 17-10751 (MEW) (Bankr. S.D.N.Y. Aug.4, 2017) (ECF No. 1087); *In re Avaya Inc.*, Case No. 17-10089 (SMB) (Bankr. S.D.N.Y. Mar. 21, 2017) (ECF No.286); *In re Breitburn Energy Partners LP*, Case No. 16-11390 (SMB) (Bankr. S.D.N.Y. Aug. 19, 2016) (ECF No. 437); *In re Sunedison, Inc.*, Case No. 16-10992 (SMB) (Bankr. S.D.N.Y. May 20, 2016) (ECF No. 370); *In re NII Holdings, Inc.*, Case No. 14-12611 (SCC) (Bankr. S.D.N.Y. Dec. 23, 2014) (ECF No. 330); *In re SIGA Technologies, Inc.*, Case No. 14-12623 (SHL) (Bankr. S.D.N.Y. Dec. 15, 2014)

(ECF No. 185); *In re Eagle Bulk Shipping Inc.*, No. 14-12303 (SHL) (Bankr. S.D.N.Y. Sept. 19, 2014) (ECF No. 108); *In re MPM Silicones, LLC*, No. 14-22503 (RDD) (Bankr. S.D.N.Y. June 26, 2014) (ECF No. 546); *In re Sbarro LLC*, No. 14-10557 (MG) (Bankr. S.D.N.Y. Apr. 25, 2014) (ECF No. 198); *In re Metro Affiliates, Inc.*, Case No. 13-13591 (Bankr. S.D.N.Y. Jan. 9, 2014) (ECF No 581).

10. Accordingly, the Debtors believe that PwC is both well-qualified and uniquely able to provide the proposed services during these chapter 11 cases in an efficient and timely manner.

Scope of Services

11. PwC has agreed to provide services to the Debtors in accordance with the terms and conditions set forth in the Goerlich Declaration and in the Engagement Letters. Pursuant to the Engagement Letters and subject to order of the Court, all services that PwC will provide to the Debtors will be: (a) at the request of the Debtors and (b) appropriately directed by the Debtors to avoid duplicative efforts among the other professionals retained in these chapter 11 cases. The Debtors anticipate that PwC will perform tax, valuation, and accounting services as requested by the Debtors, including, without limitation:³

REMIC Tax Compliance Engagement Letter

- Prepare the applicable Federal Forms 1066 U.S. Real Estate Mortgage Investment Conduit (“**REMIC**”) Income Tax Return for the tax years ending December 31, 2016; December 31, 2017; and December 31, 2018;
- Prepare the Quarterly Schedule Qs and associated Supplemental Information Statements for the REMICs for the tax years ending December 31, 2016; December 31, 2017; and December 31, 2018;

³ The summary of the Engagement Letters included in the Application is provided for purposes of convenience only and is qualified in its entirety by reference to the Engagement Letters. To the extent that this Application and the terms of the Engagement Letters are inconsistent, the terms of the Engagement Letters shall control.

- Maintain investor and trustee relations and respond to inquiries; and
- Provide 2019 Tax Compliance Services.

Tax Consulting Services Engagement Letter

- Review tax information pertaining to Company to estimate available tax attributes (e.g., net operating losses (“NOLs”), R&D credits, general business credits) and the estimated inside tax basis;
- Analyze the U.S. federal income tax consequences of the Company’s restructuring (“**Restructuring**”), including the treatment and consequences of any cancellation of indebtedness income (“**CODI**”);
- Assist the Company and its advisors in its evaluation of its tax attributes available following tax attribute reduction for CODI, and applicable limitations upon the future utilization of such tax attributes;
- Assist with tax related modeling, including prospective effective cash taxes post-emergence from bankruptcy, estimated depreciation and amortization deductions, and potential step-up or stepdown in basis for tax purposes that may be created as part of a Restructuring;
- Discuss tax analysis and advice with the Company’s restructuring advisors;
- Advise management in its development of the proposed restructuring plan and provide assistance from a tax perspective with the preparation of the Restructuring step-plans;
- Monitor the stock ownership of DHCP prior to the effective date of the Restructuring to aid in the Company’s effort to protect the potential value of the Company’s NOLs which could be subject to limitation if the Company experiences an “ownership change” as defined in Section 3821 as a result of certain equity transactions;
- Develop and maintain the DHCP section 382 ownership shift analysis model on a quarterly basis through completion of the Restructuring;
- Assist with analysis and documentation relating to the application of the Section 382(l)(5) “safe harbor” to the “ownership change” expected to occur in connection with the Restructuring;
- Read transaction documentation and provide tax related comments; and
- Provide other tax advice related to the Restructuring, as requested by the Company.

Section 382 Tax Impacts SOW

- Prepare an unpopulated model / work plan to assist the Company with calculating its section 382 limitation subsequent to the restructuring assuming the Company elects out of section 382(l)(5) thus causing section 382(l)(6) to apply. This model / work plan will also include calculations of any Net Unrealized Built in Gain or Loss (“**NUBIG**” or “**NUBIL**”), and any Recognized Built In Gain or Loss (“**RBIG**” or “**RBIL**”) that may exist at the time of the restructuring. Finally, this model will include footnotes and comments explaining the relevant laws and the key inputs to the model; and
- Provide post-restructuring documentation and support as requested by Ditech or its auditors, including but not limited to: (i) detailed technical review of all section 382(l)(6) documentation prepared by the Company; (ii) participation in conference calls and/or meetings with the Company and its auditors to discuss the section 382(l)(6) analysis and calculation.

Recurring Tax Services Engagement Letter

- Provide advice, answers to questions on federal, state, and local, and international tax matters, including research, discussions, preparation of memoranda, and attendance at meetings relating to such matters, as mutually determined necessary; and
- Provide advice and/or assistance with respect to matters involving the Internal Revenue Service or other tax authorities on an as-needed or as-requested basis.

Tax Provision Services Engagement Letter

- Assist management with the review of the year-end 2018 and 2019 quarterly valuation allowance computations; and
- Assist management with the review of the 2018 year-end and 2019 quarterly tax provision calculations based on a mutually agreed upon scope inclusive of considerations related to the Company’s bankruptcy, fresh-start accounting, and accounting for the impact of tax law changes.

Tax Advisory SOW

- Assist Company with annual review of valuation allowance and other tax provision work;
- Advise management on the application of Section 382 Change in Ownership, Monitoring, Analysis and Reporting;
- Advise and assist Company with preparation of 2018 federal income tax return;
- Advise on potential accounting and reporting issues based on the information and facts provided by Company that include suggestions on possible alternative accounting and reporting treatments that may be available for Company’s consideration;

- Advise on potential financial reporting and federal income tax return considerations related to proposed and/or executed transactions;
- Review and compilation of calculations positions related to Walter Energy matter, if applicable;
- Provide accounting advice and other advisory services related tax matters as they arise, specifically as related to the Plan;
- Advise and assist Company with Section 382(l)(5)(6) work and NUBIL/NUBIG analysis;
- Advise and assist Company on REMIC Trust Tax Reporting and Compliance Services for the 2018 tax year;
- Advise on potential compensation matters, including new management incentive plan, if applicable; and
- Assist with modeling, analysis, technical issues, review of tax positions, and review of memos related to the Plan for purposes of financial reporting, estimates taxes and bankruptcy related filing.

Valuation SOW

- Assist Company in estimating the fair values of one or more intangible assets pursuant to ASC 350, *Intangibles-Goodwill and Other*; and
- Provide assistance and advice to Company on valuation matters, including providing fair value estimates of certain assets (including intangible assets), liabilities, or business interests and scenario and sensitivity analyses of those estimates based on Company's projected financial information, varying assumptions, and other inputs in support of Company's execution of the Plan and bankruptcy filing (e.g. valuation in support of fresh-start accounting upon emergence from bankruptcy).

Accounting and Financial Reporting SOW

- Advise Management on the timing of key milestones and milestone interdependencies;
- Advise management on the application of ASC 852 Reorganization accounting and guidance;
- Provide examples of other public company financial statements as illustrations of bankruptcy accounting application;
- Perform scoping exercise by reviewing trial balance accounts to identify accounts requiring bankruptcy adjustments and accounts requiring modified cut-off procedures for a mid-month filing/emergence, which includes: gaining an understanding of the key

bankruptcy filings (i.e. First Day Motions, Plan of Reorganization, Disclosure Statement, etc.); Gaining an understanding of the general ledger accounts; and gaining an understanding of the natural month end procedures for general ledger accounts;

- Advise management on the preparation of quarterly financial statements footnotes and disclosures;
- Read the Company's prepared draft financial statement disclosures, presentations formats, and drafts and provide comments for the Company's consideration;
- Evaluate the current accounting for significant transactions and, where applicable, provide suggestions and/or alternative treatments for the Company's consideration;
- Prepare a detailed listing of accounting and operational issues that will need to be resolved for post emergence financial reporting;
- Review and compilation of claims detail for purposes of financial reporting and GAAP; and
- Advise management on accounting and other accounting related complexities that may arise from the bankruptcy.

12. To the extent the Debtors request that PwC performs additional services not contemplated by the Engagement Letters or directly related to services detailed in the Engagement Letters, PwC and the Debtors have agreed that the Debtors shall seek further application for an order of approval by this Court for any such additional services and such application shall set forth, in addition to the additional services to be performed, the additional fees sought to be paid.

Professional Compensation

13. Subject to this Court's approval, and pursuant to the terms and conditions of the Engagement Letters, the Debtors understand that PwC intends to apply to the Court for allowance of compensation and reimbursement of expenses for the tax, valuation, and accounting consulting services performed for the Debtors, in accordance with General Order M-412 (Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010 (Gonzalez, C.J.)), Administrative Order M-447 (Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New

York Bankruptcy Cases, dated January 29, 2013 (Morris, C.J.)), and the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 (Appendix A to 28 C.F.R. § 58) (collectively, the “**Fee Guidelines**”), the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court, both in connection with this Application and any interim and final fee applications to be filed by PwC in these chapter 11 cases, in accordance with the terms and conditions of the Engagement Letters. Moreover, the Debtors are advised that PwC intends to make a reasonable effort to comply with the requests of the United States Trustee (the “**U.S. Trustee**”) for information and additional disclosures as set forth in the Fee Guidelines.

14. Pursuant to the terms and conditions of the Engagement Letters, and subject to the Court’s approval, the Debtors propose to: (a) compensate PwC for the services set forth in the Engagement Letters on an hourly basis in accordance with PwC’s ordinary and customary rates in effect on the date such services are rendered and (b) reimburse actual and necessary costs and expenses incurred by PwC in connection with all services performed on behalf of the Debtors.

15. The hourly rates, subject to periodic adjustments, that PwC professionals will charge pursuant to the Engagement Letters are as follows:

Individuals	Hourly Billing Rate
Partner/Principal	\$700 - \$1,050
Managing Director	\$600 - \$943
Director/Senior Manager	\$500 – \$848
Manager	\$440 - \$661
Senior Associate	\$300 - \$550
Associate	\$200 - \$473
Administrative Services	\$135

16. PwC will also bill Company for out-of-pocket expenses, any applicable sales tax, use, excise, or value added tax, and PwC’s internal per-ticket charges for booking travel.

17. Amounts billed for services performed by PwC and the PwC Subcontractors shall be considered fees and not expenses and will be billed at rates determined by PwC based on experience, skill and other factors or as otherwise agreed by the parties.

18. PwC's standard practice is to render invoices on a monthly basis. Payment of PwC's invoices is due on presentation and expected to be received within 15 days of the invoice date.

19. If PwC is requested or authorized by Company or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or individuals for testimony or interview with respect to the Services, Company will reimburse PwC for PwC's, the PwC Subcontractors' and their respective counsel's expenses and professional time incurred in responding to such a request.

20. The specific hourly rates, subject to periodic adjustments, that PwC professionals will charge vary based upon the service provided and are governed under the following Engagement Letters:

A. REMIC Tax Compliance Services

21. The fee for 2016-2018 Tax Compliance Services described in **Exhibit 1** will be \$37,500 each year. All PwC Subcontractor fees are included in the agreed fee.

TAX SERVICE	ANNUAL FEES
Quarterly Processing <ul style="list-style-type: none"> • Preparation of Schedule Qs • Preparation of supplemental information 	\$28,000
Annual Processing <ul style="list-style-type: none"> • Preparation of Form 1066, 1041, or 1065 • Preparation of supplemental information 	\$6,000
Budget for Investor/Trustee Calls	\$3,500
Total Per Year	\$37,500

B. Tax Consulting Services

22. PwC's fees are based on the time required by PwC professionals to complete the engagements. Individual hourly rates vary according to the experience and skill required. The fees for the Tax Consulting Services, including the Tax Consulting Services Engagement Letter, Section 382 Tax Impacts SOW, and Tax Advisory SOW, will be based on the following agreed upon hourly rates, which will be revised from time to time. Adjusted rates will be reflected in billings.

Individuals	Hourly Billing Rate
Partner/Principal	\$700 - \$1,050
Managing Director	\$600 - \$943
Director/Senior Manager	\$500 - \$848
Manager	\$440 - \$661
Senior Associate	\$300 - \$550
Associate	\$200 - \$473
Administrative Services	\$135

C. Tax Provision Services Engagement Letter

23. PwC's fees are based on the time required by PwC professionals to complete the engagements. Individual hourly rates vary according to the experience and skill required. The fees for the Tax Provision Services will be based on the following agreed upon hourly rates, which will be revised from time to time. Adjusted rates will be reflected in billings:

Individuals	Hourly Billing Rate
Partner/Principal	\$700 - \$1,050
Managing Director	\$600 - \$900
Director	\$500 – \$700
Manager	\$450 - \$600
Senior Associate	\$300 - \$550
Associate and other staff	\$200 - \$400

D. Valuation SOW

24. PwC’s fees are based on the time required to complete the engagement.

Individual hourly rates vary according to the experience and skill required. Fees for the Valuation Services are estimated to be approximately \$100,000 and will ultimately be based on the following agreed upon hourly rates, which will be revised from time to time (revised rates, if any, will be reflected in billings), and hours incurred:

Billing Category	Hourly Billing Rate
Partner/Principal	\$984
Managing Director	\$821
Director/Senior Manager	\$782
Manager	\$600
Senior Associate	\$500
Associate	\$422

E. Accounting and Financial Reporting SOW

25. PwC’s fees are based on the time required by PwC professionals to complete the engagements. Individual hourly rates vary according to the experience and skill required. The fees for the Accounting and Financial Reporting Services will be based on the following agreed upon hourly rates, which will be revised from time to time. Adjusted rates will be reflected in billings:

Billing Category	Hourly Billing Rate
Partner/Principal	\$839 – \$994
Managing Director	\$757 – \$943
Director/Senior Manager	\$715 – \$848
Manager	\$525 – \$661
Senior Associate	\$460 – \$544
Associate	\$415 – \$473
Administrative Services	\$135

26. The hourly rates set forth above are PwC’s applicable hourly rates for the work of its professionals and staff members for the engagement set forth in the Engagement Letters. These hourly rates reflect PwC’s normal and customary billing practices for engagements of this complexity and magnitude. The Debtors believe these compensation arrangements are market-based and reasonable considering PwC’s vast knowledge and experience.

27. PwC’s hourly rates are subject to periodic adjustment from time to time in accordance with PwC’s established billing practices and procedures. PwC will provide reasonable notice of any changes to its hourly rates to the Debtors and the U.S. Trustee in these chapter 11 cases.

28. The Debtors intend for work performed on an hourly basis under the Engagement Letters to be subject to review under section 330 and 331 of the Bankruptcy Code.

29. Additionally, PwC will invoice the Debtors for reasonable out-of-pocket expenses charged during these chapter 11 cases, which include, among other things, telephone and other charges, mail and express mail charges, travel expenses, expenses for “working meals” and computerized research, applicable sales, use or value added tax, as well as non-ordinary costs such as secretarial and other overtime expenses.

30. The PwC professionals providing services to the Debtors will consult with internal PwC bankruptcy retention and billing advisors to ensure compliance with the applicable

provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines, and any other applicable procedures and orders of the Court, as well as to decrease the overall fees associated with the administrative aspects of PwC's engagement. The services provided by these bankruptcy retention and billing advisors shall include, but are not limited to: (a) assistance with preparation of the bankruptcy retention documents; (b) assistance with the disinterestedness disclosures; and (c) preparation of monthly fee statements and interim and final fee applications. Given the specialized nature of these services, specific billing rates exist for these bankruptcy retention and billing advisors.⁴

31. PwC shall include in its fee applications, among other things, time records setting forth, in summary format, a description of the services rendered by each professional, and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors in one-tenth of an hour increments (.1 hour).

32. The Debtors submit that given the nature of the services to be provided by PwC, such billing format and associated time details will be sufficient for the Debtors and other parties in interest to make informed judgments regarding the nature and appropriateness of PwC's services and fees.

No Duplication of Services

33. The Debtors intend that the services of PwC will complement and not duplicate the services rendered by any other professional retained in these chapter 11 cases. PwC understands that the Debtors have retained and may retain additional professionals during the term of the engagement and agrees to work cooperatively with such professionals to integrate any

⁴ The rate per hour for these PwC bankruptcy retention and billing advisors by level of experience will be as follows: Director: \$550; Manager: \$400; Senior Associate: \$290; Associate: \$225 and Paraprofessional: \$150. These rates also are subject to periodic adjustments.

respective work conducted by the professionals on behalf of the Debtors. Specifically, the Debtors are also seeking retention of Ernst & Young LLP (“EY”) as auditor and tax advisor for the Debtors. PwC is providing distinct and specific tax, valuation, and accounting services as set forth in the Engagement Letters, and such services are not expected to duplicate those to be provided by EY or any other professional retained by the Debtors in these chapter 11 cases.

Indemnification

34. As part of the overall compensation payable to PwC under the terms of the Engagement Letters, the Debtors have agreed to certain indemnification obligations as described in the Engagement Letters, and subject to the modifications set forth in the Proposed Order.

35. The terms of the Engagement Letters and the indemnification provisions therein were negotiated in good faith and at arm’s length. The Debtors respectfully submit that the indemnification provisions are reasonable and in the best interests of the Debtors, their estates, and creditors.

36. The Debtors believe that the proposed modifications to the indemnification provisions of the Engagement Letters are appropriate under the circumstances, consistent with recent orders entered in this District, and should be approved.

PwC’s Disinterestedness

37. PwC has advised the Debtors that, except as otherwise set forth herein and in the Goerlich Declaration and the attachments thereto, the partners and professionals of PwC who are anticipated to provide services pursuant to the Engagement Letters do not have any connection with the Debtors, their affiliates, their significant creditors, or any other significant party in interest, or to the Debtors’ attorneys, the U.S. Trustee or any judge in the United States Bankruptcy Court for the Southern District of New York with respect to the matters for which PwC is to be employed.

38. Based upon the Goerlich Declaration, PwC is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code as modified by section 1107(b) of the Bankruptcy Code. If any new relevant facts or relationships are discovered, PwC will supplement its disclosure to the Court accordingly.

39. During the ninety (90) days immediately preceding the Commencement Date, the Debtors paid approximately \$239,501.00 to PwC. Certain of these payments were advance payments from the Debtors, representing three \$25,000 Retainer payments, totaling \$75,000. As of the Commencement Date, PwC had approximately \$40,000 remaining on account of these retainers, which PwC will maintain to secure the fees and expenses that may be awarded to it in these Chapter 11 Cases.⁵

Relief Requested Should Be Granted

40. Section 327(a) of the Bankruptcy Code provides that debtors are authorized, subject to Court approval, to employ professional persons “that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtors] in carrying out the [debtors’] duties under this title.” 11 U.S.C. § 327(a).

41. Bankruptcy Rule 2014 requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant’s knowledge, all of the [firm’s] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any office of the United States trustee.

Fed. R. Bankr. P. 2014.

⁵ The amount of the retainer remaining as of the Commencement Date reflects deductions for estimated, rather than actual, fees and expenses incurred prior to the Commencement Date. Accordingly, the exact amount of the retainer remaining after a final reconciliation of PwC’s pre-petition charges may differ from the amount reported above.

42. As discussed above and as further detailed in the Goerlich Declaration, to the best of the Debtors' knowledge, PwC is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates.

43. As discussed above, PwC intends to submit applications for payment of compensation in these chapter 11 cases. PwC intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code and applicable Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court.

44. PwC's strategic and financial expertise, its familiarity with the Debtors' business affairs due to its previous employment by the Debtors, and its considerable experience providing accounting, tax, auditing, and financial advisory services to businesses in a chapter 11 environment, were all important factors in the Debtors' decision to retain PwC during these chapter 11 cases. Furthermore, PwC's fee structure here is consistent with and typical of compensation arrangements entered into by PwC and other comparable accounting firms in connection with the rendering of similar services under similar circumstances.

Nunc Pro Tunc Relief Is Warranted

45. The Debtors believe that employment of PwC effective *nunc pro tunc* to the Commencement Date is warranted under the circumstances of these chapter 11 cases so that PwC may be compensated for its services prior to entry of an order approving PwC's retention. Further, the Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment because PwC has provided, and will continue to provide, valuable services to the Debtors' estates, and has been doing so since the Commencement Date.

46. Courts in this district routinely approve *nunc pro tunc* employment similar to that requested herein. *See, e.g., In re Walter Inv. Mgmt. Corp.*, Case No. 17-13446 (JLG) (Bankr. S.D.N.Y. Jan. 18, 2018) (ECF No. 173); *In re Westinghouse Elec. Co. LLC*, Case No. 17-10751 (MEW) (Bankr. S.D.N.Y. Aug. 4, 2017) (ECF No. 1087); *In re SquareTwo Fin. Servs. Corp.*, Case No. 17-10659 (JLG) (Bankr. S.D.N.Y. Apr. 28, 2017) (ECF No. 167); *In re SunEdison, Inc.*, Case No. 16-10992 (SMB) (Bankr. S.D.N.Y. May 5, 2016) (ECF No. 213); *In re Eagle Bulk Shipping Inc.*, Case No. 14-12303 (SHL) (Bankr. S.D.N.Y. Sept. 4, 2014) (ECF No. 64); *In re MPM Silicones, LLC*, Case No. 14-22503 (RDD) (Bankr. S.D.N.Y. May 16, 2014) (ECF No. 210); *In re Sbarro LLC*, Case No. 14-10557 (MG) (Bankr. S.D.N.Y. Apr. 25, 2014) (ECF No. 198).

Notice

47. Notice of this Application has been provided to (i) William K. Harrington, U.S. Department of Justice, Office of the U.S. Trustee, 201 Varick Street, Room 1006, New York, New York 10014 (Attn: Greg M. Zipes and Benjamin J. Higgins) (the “**U.S. Trustee**”); (ii) the Debtors’ five (5) largest secured creditors on a consolidated basis; (iii) the Debtors’ forty (40) largest unsecured creditors on a consolidated basis; (iv) the Internal Revenue Service; (v) the United States Attorney’s Office for the Southern District of New York; (vi) counsel to the Prepetition Term Loan Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Brian M. Resnick and Michelle M. McGreal); (vii) counsel to the Term Loan Ad Hoc Group, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654 (Attn: Patrick J. Nash and John R. Luze); (viii) Wilmington Savings Fund Society, FSB, as trustee under that certain Indenture for 9.0% Second Lien Senior Subordinated PIK Toggle Notes due 2024, 500 Delaware Avenue, Wilmington, Delaware 19801 and counsel to the Wilmington Savings Fund Society, Pryor Cashman LLP, 7 Times Square, New York, New York 10036 (Attn: Seth H.

Lieberman); (ix) counsel to the Second Lien Ad Hoc Group, Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, Los Angeles, California 90067 (Attn: Gregory A. Bray and Melainie K. Mansfield); (x) counsel to Barclays Bank PLC, as DIP Agent, and Barclays Capital Inc., as DIP lender, Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036 (Attn: Sarah M. Ward, Mark A. McDermott, and Melissa Tiarks); (xi) counsel to Nomura Corporate Funding Americas, LLC, Alston & Bird LLP, 90 Park Avenue, 15th Floor, New York, New York 10016 (Attn: Karen Gelernt and Ronald Klein) and Jones Day LLP, 250 Vesey Street, New York, New York 10281 (Attn: Ben Rosenblum); (xii) the Banks; (xiii) the Securities and Exchange Commission; (xiv) counsel to Fannie Mae, O'Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, California 90071 (Attn: Stephen Warren, Jennifer Taylor and Darren Patrick); (xv) counsel to Freddie Mac, McKool Smith PC, 600 Travis St., Suite 7000, Houston, Texas 77002 (Attn: Paul D. Moak); and (xvi) U.S. Department of Housing and Urban Development, 451 Seventh St., SW, Room 9250, Washington, DC 20410 (Attn: Lisa Mulrain, Assistant General Counsel, Office of General Counsel, Finance Division); (collectively, the "**Notice Parties**").

48. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: February 22, 2019
New York, New York

By: /s/ John Haas
John Haas
General Counsel and Chief Legal Officer
Ditech Holding Corporation

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	X	
	:	
In re	:	Chapter 11
	:	
DITECH HOLDING CORPORATION, <i>et al.</i>,	:	Case No. 19-10412 (JLG)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
-----	X	

**ORDER AUTHORIZING THE DEBTORS TO
RETAIN AND EMPLOY PRICEWATERHOUSECOOPERS
LLP AS TAX, VALUATION, AND ACCOUNTING CONSULTANTS
TO THE DEBTORS *NUNC PRO TUNC* TO COMMENCEMENT DATE**

Upon the application (the “**Application**”)² of Ditech Holding Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for entry of an order (this “**Order**”) authorizing the retention and employment of PricewaterhouseCoopers LLP (“**PwC**”) as tax, valuation, and accounting consultants for the Debtors, effective *nunc pro tunc* to the Commencement Date, pursuant to section 327(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), as more fully set forth in the Application; and upon the Goerlich Declaration,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Debtors’ principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

annexed to the Application as **Exhibit B**; and the Court being satisfied, based on the representations made in the Application and the Goerlich Declaration, that PwC is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that PwC represents no interest adverse to the Debtors’ estates with respect to the matters upon which it is to be engaged; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the Notice Parties; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing to consider the relief requested in the Application (the “**Hearing**”); and upon the Goerlich Declaration, filed contemporaneously with the Application, and the record of the Hearing; and all objections to the Application, if any, having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. Pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are authorized to employ and retain PwC as tax, valuation, and accounting consultants to the Debtors on the terms set forth in the Application and the Engagement Letters.
3. Consistent with, and subject to, the terms of the Engagement Letters and this Order, PwC shall be authorized to perform the services provided for in the Engagement Letters.
4. PwC shall be compensated in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, this Order and any other applicable orders of this Court.
5. PwC expressly waives its entitlement to any prepetition claims against the Debtors with respect to any fees or expenses owed by the Debtors for services rendered.
6. PwC shall include in its fee applications, among other things, time records setting forth, in summary format, a description of the services rendered by each professional, and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors in one-tenth of an hour increments (.1 hour).
7. Notwithstanding anything to the contrary in the Engagement Letters, any limitation of liability and any other amounts to be contributed by the parties to the Engagement Letters under the terms of the Engagement Letters shall be eliminated and of no effect.

8. Any increase of the hourly rates shall be in accordance with the Application and the Engagement Letters and, in any event, PwC shall provide reasonable notice to the Debtors and the U.S. Trustee in these chapter 11 cases in connection with any increase of the hourly rates.

9. The Debtors are authorized to indemnify and hold harmless PwC and its affiliates, their respective directors, officers, agents, employees, and controlling persons, and each of their respective successors and assigns (collectively, the “**Indemnified Persons**”), pursuant to the terms and conditions set forth in the Engagement Letters, subject to the following conditions:

- a. all requests by Indemnified Persons for the payment of indemnification as set forth in the Engagement Letters shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Letters and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; provided, however, that in no event shall any Indemnified Person be indemnified in the case of its own bad faith, breach of fiduciary duty (if any), gross negligence or willful misconduct (including self-dealing);
- b. in no event shall Indemnified Persons be indemnified if the Debtors or a representative of the estates, asserts a claim for, and a court determines by final order that such claim arose out of, PwC’s own bad-faith, self-dealing, breach of fiduciary duty, gross negligence, or willful misconduct;
- c. in the event an Indemnified Person seeks reimbursement from the Debtors for attorneys’ fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Letters, the invoices and supporting time records from such attorneys shall be included in PwC’s own applications, both interim and final, and such invoices and time records shall be subject to the U.S. Trustee’s Guidelines for compensation and reimbursement of expenses and the approval of the Bankruptcy Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys’ services satisfy section 330(a)(3)(C) of the Bankruptcy Code; and
- d. no entity other than PwC and any U.S. and non-U.S. affiliate of PwC that provides services in this engagement and their respective directors, managers, officers, employees and agents, may request payment of indemnity.

10. Notwithstanding anything to the contrary in the Application, the Engagement Letters or the Goerlich Declaration, PwC shall: (a) to the extent that PwC uses the services of independent contractors, subcontractors, or employees of foreign affiliates or subsidiaries (collectively, the “**Contractors**”) in these chapter 11 cases, pass through the cost of such Contractors to the Debtors at the same rate that PwC pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflicts check as required for PwC; and (d) file with the Court any disclosures to the extent required by Bankruptcy Rule 2014.

11. To the extent that, during the pendency of these chapter 11 cases, the Debtors require PwC to perform professional services other than (a) those set forth in the Engagement Letters and (b) services related to those set forth in the Engagement Letters, the following procedures shall apply:

- The Debtors shall file with the Court a notice of the proposed expansion of PwC’s services (the “**Expansion Notice**”), which shall include as exhibits: (i) a copy of the engagement letters or amendment, as signed by the Debtors and PwC, that describes the additional services for which the Debtors would retain PwC and that describes the terms and conditions relating to such services (including the fees for such services) and (ii) a proposed order approving the proposed expansion of scope of PwC’s services and the engagement letters or amendment relating to such proposed services (the “**Proposed Expansion Order**”).
- The Expansion Notice shall state that any objections to the proposed expansion of PwC’s services are due within fourteen (14) days after the date of such notice.
- The Expansion Notice shall be served upon: (i) the Office of the United States Trustee and (ii) any party who has requested notice pursuant to Bankruptcy Rule 2002.
- If no objection to the Expansion Notice is filed and served on the Debtors within the notice period, the Court may enter the Proposed Expansion Order. If an objection is filed and served on the Debtors within the notice period and is not resolved by the Debtors and the objecting party, the matter will be scheduled for hearing at the next available omnibus hearing date that is not less than five (5) business days after the Debtors determine, in their discretion, that a hearing is necessary (or any other hearing date the Court may select).

- The foregoing procedure shall not abridge the Debtors' right to file ordinary applications seeking expansions of PwC's services, if the Debtors deem it appropriate to do so.

12. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. To the extent that there may be any inconsistency between the terms of the Application, the Engagement Letters, the Goerlich Declaration, and the express terms of this Order, the express terms of this Order shall govern.

14. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

15. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2019
New York, New York

HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Goerlich Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re

DITECH HOLDING CORPORATION, *et al.*,

Debtors.¹
-----X

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:
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:
:
:

Chapter 11

Case No. 19-10412 (JLG)

(Jointly Administered)

**DECLARATION OF DANIEL GOERLICH
IN SUPPORT OF APPLICATION OF DEBTORS FOR AUTHORITY
TO EMPLOY AND RETAIN PRICEWATERHOUSECOOPERS
LLP AS TAX, VALUATION, AND ACCOUNTING CONSULTANTS
FOR DEBTORS *NUNC PRO TUNC* TO COMMENCEMENT DATE**

I, **DANIEL GOERLICH**, being duly sworn, state the following under penalty of perjury:

1. I am a partner at PricewaterhouseCoopers LLP ("**PwC**"), an accounting and financial services firm that maintains offices at 1075 Peachtree Street NE, Suite 2600, Atlanta, Georgia 30309. PwC is a global assurance, tax, and business consulting firm with over 250,000 professionals operating in 158 countries.² I am duly authorized to make this declaration (this "**Declaration**") on behalf of PwC. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein.³

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Debtors' principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

² Such firms are members of PricewaterhouseCoopers International Limited ("**PwC IL**"), a UK membership based company, and limited by guarantee, with no shareholders and no capital. The member firms of PwC IL have agreed to operate certain of their professional services in accordance with agreed standards, but remain separate legal entities with each member firm being locally owned and managed.

³ Certain disclosures herein relate to matters within the personal knowledge of other professionals at PwC and are based on information provided by them.

2. I submit this Declaration in connection with the proposed retention of PwC as tax, valuation, and accounting consultants for Ditech Holding Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Debtors**” or the “**Company**”) to perform services as set forth in the application seeking to retain PwC (the “**Application**”) on the terms and conditions are set forth in the agreements between the Debtors and PwC (the “**Engagement Letters**”), copies of which are annexed hereto as **Exhibits 1 through 9**.⁴

PwC’s Qualifications

3. PwC and the Debtors have entered into the Engagement Letters to provide tax, valuation, and accounting consulting services. PwC is well-qualified to provide such services to the Debtors. PwC has extensive experience and knowledge in performing the scope of work described below and is widely recognized for its experience and expertise in the provision of such services to large and complex business entities. PwC has also been retained in numerous nationally prominent chapter 11 proceedings.

4. Moreover, PwC is a leading full-service accounting, consulting, and financial services firm with over 79 offices and more than 45,000 employees in the United States. PwC is the United States-based firm of a global network of separate and independent member firms that operate locally in countries around the world. PwC has considerable experience providing accounting, tax, auditing, and financial advisory services to businesses in a chapter 11 environment, and has been employed in numerous chapter 11 cases, including: *In re iHeartMedia, Inc.*, Case No. 18-31274 (MI) (Bankr. S.D.T.X. Apr. 12, 2018) (ECF No. 444); *In Cumulus Media*

⁴ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Inc., Case No. 17-13381 (SCC) (Bankr. S.D.N.Y. Mar. 6, 2018) (ECF No. 526); *In re Walter Inv. Mgmt. Corp.*, Case No. 17-13446 (JLG) (Bankr. S.D.N.Y. Jan. 18, 2018) (ECF No. 173); *In re Westinghouse Elec. Co. LLC*, Case No. 17-10751 (MEW) (Bankr. S.D.N.Y. Aug.4, 2017) (ECF No. 1087); *In re Avaya Inc.*, Case No. 17-10089 (SMB) (Bankr. S.D.N.Y. Mar. 21, 2017) (ECF No.286); *In re Breitburn Energy Partners LP*, Case No. 16-11390 (SMB) (Bankr. S.D.N.Y. Aug. 19, 2016) (ECF No. 437); *In re Sunedison, Inc.*, Case No. 16-10992 (SMB) (Bankr. S.D.N.Y. May 20, 2016) (ECF No. 370); *In re NII Holdings, Inc.*, Case No. 14-12611 (SCC) (Bankr. S.D.N.Y. Dec. 23, 2014) (ECF No. 330); *In re SIGA Technologies, Inc.*, Case No. 14-12623 (SHL) (Bankr. S.D.N.Y. Dec. 15, 2014) (ECF No. 185); *In re Eagle Bulk Shipping Inc.*, No. 14-12303 (SHL) (Bankr. S.D.N.Y. Sept. 19, 2014) (ECF No. 108); *In re MPM Silicones, LLC*, No. 14-22503 (RDD) (Bankr. S.D.N.Y. June 26, 2014) (ECF No. 546); *In re Sbarro LLC*, No. 14-10557 (MG) (Bankr. S.D.N.Y. Apr. 25, 2014) (ECF No. 198); *In re Metro Affiliates, Inc.*, Case No. 13-13591 (Bankr. S.D.N.Y. Jan. 9, 2014) (ECF No 581).

5. Accordingly, the PwC is both well-qualified and uniquely able to provide certain services during these chapter 11 cases in an efficient and timely manner.

Services to Be Provided

6. The Debtors requested that PwC provide tax, valuation, and accounting consulting services in connection with these chapter 11 cases.

7. Subject to further order of the Court and consistent with the terms of the Engagement Letters, PwC will perform tax, valuation, and accounting consulting services as necessary and requested by the Debtors, including, without limitation, the following services:⁵

⁵ The summary of the Engagement Letters included in the Application is provided for purposes of convenience only and is qualified in its entirety by reference to the Engagement Letters. To the extent that this Declaration and the terms of an Engagement Letter are inconsistent, the terms of the Engagement Letter shall control.

REMIC Tax Compliance Engagement Letter

- Prepare the applicable Federal Forms 1066 U.S. Real Estate Mortgage Investment Conduit (“**REMIC**”) Income Tax Return for the tax years ending December 31, 2016; December 31, 2017; and December 31, 2018;
- Prepare the Quarterly Schedule Qs and associated Supplemental Information Statements for the REMICs for the tax years ending December 31, 2016; December 31, 2017; and December 31, 2018;
- Maintain investor and trustee relations and respond to inquiries; and
- Provide 2019 Tax Compliance Services.

Tax Consulting Services Engagement Letter

- Review tax information pertaining to Company to estimate available tax attributes (e.g., net operating losses (“**NOLs**”), R&D credits, general business credits) and the estimated inside tax basis;
- Analyze the U.S. federal income tax consequences of the Company’s restructuring (“**Restructuring**”), including the treatment and consequences of any cancellation of indebtedness income (“**CODI**”);
- Assist the Company and its advisors in its evaluation of its tax attributes available following tax attribute reduction for CODI, and applicable limitations upon the future utilization of such tax attributes;
- Assist with tax related modeling, including prospective effective cash taxes post-emergence from bankruptcy, estimated depreciation and amortization deductions, and potential step-up or stepdown in basis for tax purposes that may be created as part of a Restructuring;
- Discuss tax analysis and advice with the Company’s restructuring advisors;
- Advise management in its development of the proposed restructuring plan and provide assistance from a tax perspective with the preparation of the Restructuring step-plans;
- Monitor the stock ownership of WIMC prior to the effective date of the Restructuring to aid in the Company’s effort to protect the potential value of the Company’s NOLs which could be subject to limitation if the Company experiences an “ownership change” as defined in Section 3821 as a result of certain equity transactions;
- Develop and maintain the WIMC section 382 ownership shift analysis model on a quarterly basis through completion of the Restructuring;

- Assist with analysis and documentation relating to the application of the Section 382(l)(5) “safe harbor” to the “ownership change” expected to occur in connection with the Restructuring;
- Read transaction documentation and provide tax related comments; and
- Provide other tax advice related to the Restructuring, as requested by the Company.

Section 382 Tax Impacts SOW

- Prepare an unpopulated model / work plan to assist the Company with calculating its section 382 limitation subsequent to the restructuring assuming the Company elects out of section 382(l)(5) thus causing section 382(l)(6) to apply. This model / work plan will also include calculations of any Net Unrealized Built in Gain or Loss (“**NUBIG**” or “**NUBIL**”), and any Recognized Built In Gain or Loss (“**RBIG**” or “**RBIL**”) that may exist at the time of the restructuring. Finally, this model will include footnotes and comments explaining the relevant laws and the key inputs to the model; and
- Provide post-restructuring documentation and support as requested by Ditech or its auditors, including but not limited to: (i) detailed technical review of all section 382(l)(6) documentation prepared by the Company; (ii) participation in conference calls and/or meetings with the Company and its auditors to discuss the section 382(l)(6) analysis and calculation.

Recurring Tax Services Engagement Letter

- Provide advice, answers to questions on federal, state, and local, and international tax matters, including research, discussions, preparation of memoranda, and attendance at meetings relating to such matters, as mutually determined necessary; and
- Provide advice and/or assistance with respect to matters involving the Internal Revenue Service or other tax authorities on an as-needed or as-requested basis.

Tax Provision Services Engagement Letter

- Assist management with the review of the year-end 2018 and 2019 quarterly valuation allowance computations; and
- Assist management with the review of the 2018 year-end and 2019 quarterly tax provision calculations based on a mutually agreed upon scope inclusive of considerations related to the Company’s bankruptcy, fresh-start accounting, and accounting for the impact of tax law changes.

Tax Advisory SOW

- Assist Company with annual review of valuation allowance and other tax provision work;
- Advise management on the application of Section 382 Change in Ownership, Monitoring, Analysis and Reporting;
- Advise and assist Company with preparation of 2018 federal income tax return;
- Advise on potential accounting and reporting issues based on the information and facts provided by Company that include suggestions on possible alternative accounting and reporting treatments that may be available for Company's consideration;
- Advise on potential financial reporting and federal income tax return considerations related to proposed and/or executed transactions;
- Review and compilation of calculations positions related to Walter Energy matter, if applicable;
- Provide accounting advice and other advisory services related tax matters as they arise, specifically as related to the Plan;
- Advise and assist Company with Section 382(l)(5)(6) work and NUBIL/NUBIG analysis;
- Advise and assist Company on REMIC Trust Tax Reporting and Compliance Services for the 2018 tax year;
- Advise on potential compensation matters, including new management incentive plan, if applicable; and
- Assist with modeling, analysis, technical issues, review of tax positions, and review of memos related to the Plan for purposes of financial reporting, estimates taxes and bankruptcy related filing.

Valuation SOW

- Assist Company in estimating the fair values of one or more intangible assets pursuant to ASC 350, *Intangibles-Goodwill and Other*; and
- Provide assistance and advice to Company on valuation matters, including providing fair value estimates of certain assets (including intangible assets), liabilities, or business interests and scenario and sensitivity analyses of those estimates based on Company's projected financial information, varying assumptions, and other inputs in support of Company's execution of the Plan and bankruptcy filing (e.g. valuation in support of fresh-start accounting upon emergence from bankruptcy).

Accounting and Financial Reporting SOW

- Advise Management on the timing of key milestones and milestone interdependencies;
- Advise management on the application of ASC 852 Reorganization accounting and guidance;
- Provide examples of other public company financial statements as illustrations of bankruptcy accounting application;
- Perform scoping exercise by reviewing trial balance accounts to identify accounts requiring bankruptcy adjustments and accounts requiring modified cut-off procedures for a mid-month filing/emergence, which includes: gaining an understanding of the key bankruptcy filings (i.e. First Day Motions, Plan of Reorganization, Disclosure Statement, etc.); Gaining an understanding of the general ledger accounts; and gaining an understanding of the natural month end procedures for general ledger accounts;
- Advise management on the preparation of quarterly financial statements footnotes and disclosures;
- Read the Company's prepared draft financial statement disclosures, presentations formats, and drafts and provide comments for the Company's consideration;
- Evaluate the current accounting for significant transactions and, where applicable, provide suggestions and/or alternative treatments for the Company's consideration;
- Prepare a detailed listing of accounting and operational issues that will need to be resolved for post emergence financial reporting;
- Review and compilation of claims detail for purposes of financial reporting and GAAP; and
- Advise management on accounting and other accounting-related complexities that may arise from the bankruptcy.

8. To the extent the Debtors request that PwC performs additional services not contemplated by the Engagement Letters or directly related to services detailed in the Engagement Letters, PwC and the Debtors have agreed that the Debtors shall seek further application for an order of approval by this Court for any such additional services and such application shall set forth, in addition to the additional services to be performed, the additional fees sought to be paid.

Professional Compensation

9. PwC intends to apply to the Court for allowance of compensation and reimbursement of expenses for the tax, valuation, and accounting consulting services performed for the Debtors, in accordance with General Order M-412 (Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010 (Gonzalez, C.J.)), Administrative Order M-447 (Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, dated January 29, 2013 (Morris, C.J.)), and the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 (Appendix A to 28 C.F.R. § 58) (collectively, the “**Fee Guidelines**”), the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court, both in connection with this Application and any interim and final fee applications to be filed by PwC in these chapter 11 cases, in accordance with the terms and conditions of the Engagement Letters. Moreover, the Debtors are advised that PwC intends to make a reasonable effort to comply with the requests of the United States Trustee (the “**U.S. Trustee**”) for information and additional disclosures as set forth in the Fee Guidelines.

10. Pursuant to the terms and conditions of the Engagement Letters, and subject to the Court’s approval, the Debtors propose to: (a) compensate PwC for the services set forth in the Engagement Letters on an hourly basis in accordance with PwC’s ordinary and customary rates in effect on the date such services are rendered and (b) reimburse actual and necessary costs and expenses incurred by PwC in connection with all services performed on behalf of the Debtors.

11. The hourly rates, subject to periodic adjustments, that PwC professionals will charge pursuant to the Engagement Letters are as follows:

Individuals	Hourly Billing Rate
Partner/Principal	\$700 - \$1,050
Managing Director	\$600 - \$943
Director / Senior Manager	\$500 – \$848
Manager	\$440 - \$661
Senior Associate	\$300 - \$550
Associate	\$200 - \$473
Administrative Services	\$135

12. PwC will also bill Company for out-of-pocket expenses, any applicable sales tax, use, excise, or value added tax, and PwC's internal per-ticket charges for booking travel.

13. Amounts billed for services performed by PwC and the PwC Subcontractors shall be considered fees and not expenses and will be billed at rates determined by PwC Based on experience, skill and other factors or as otherwise agreed by the parties.

14. PwC's standard practice is to render invoices on a monthly basis. Payment of PwC's invoices is due on presentation and expected to be received within 15 days of the invoice date.

15. If PwC is requested or authorized by Company or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or individuals for testimony or interview with respect to the Services, Company will reimburse PwC for PwC's, the PwC Subcontractors' and their respective counsel's expenses and professional time incurred in responding to such a request.

16. The specific hourly rates, subject to periodic adjustments, that PwC professionals will charge vary based upon the service provided and are governed under the following Engagement Letters:

A. REMIC Tax Compliance Services

17. The fee for 2016-2018 Tax Compliance Services described in **Exhibit 1** will be \$37,500 each year. All PwC Subcontractor fees are included in the agreed fee.

TAX SERVICE	ANNUAL FEES
Quarterly Processing <ul style="list-style-type: none"> Preparation of Schedule Qs Preparation of supplemental information 	\$28,000
Annual Processing <ul style="list-style-type: none"> Preparation of Form 1066, 1041, or 1065 Preparation of supplemental information 	\$6,000
Budget for Investor/Trustee Calls	\$3,500
Total Per Year	\$37,500

B. Tax Consulting Services

18. PwC's fees are based on the time required by PwC professionals to complete the engagements. Individual hourly rates vary according to the experience and skill required. The fees for the Tax Consulting Services, including the Tax Consulting Services Engagement Letter, Section 382 Tax Impacts SOW, and Tax Advisory SOW, will be based on the following agreed upon hourly rates, which will be revised from time to time. Adjusted rates will be reflected in billings.

Individuals	Hourly Billing Rate
Partner/Principal	\$700 - \$1,050
Managing Director	\$600 - \$943
Director/Senior Manager	\$500 - \$848
Manager	\$440 - \$661
Senior Associate	\$300 - \$550
Associate	\$200 - \$473
Administrative Services	\$135

C. Tax Provision Services Engagement Letter

19. PwC's fees are based on the time required by PwC professionals to complete the engagements. Individual hourly rates vary according to the experience and skill required. The fees for the Tax Provision Services will be based on the following agreed upon hourly rates, which will be revised from time to time. Adjusted rates will be reflected in billings:

Individuals	Hourly Billing Rate
Partner/Principal	\$700 - \$1,050
Managing Director	\$600 - \$900
Director	\$500 - \$700
Manager	\$450 - \$600
Senior Associate	\$300 - \$550
Associate and other staff	\$200 - \$400

D. Valuation SOW

20. PwC's fees are based on the time required to complete the engagement. Individual hourly rates vary according to the experience and skill required. Fees for the Valuation Services are estimated to be approximately \$100,000 and will ultimately be based on the following agreed upon hourly rates, which will be revised from time to time (revised rates, if any, will be reflected in billings), and hours incurred:

Billing Category	Hourly Billing Rate
Partner/Principal	\$984
Managing Director	\$821
Director/Senior Manager	\$782
Manager	\$600
Senior Associate	\$500
Associate	\$422

E. Accounting and Financial Reporting SOW

21. PwC's fees are based on the time required by PwC professionals to complete the engagements. Individual hourly rates vary according to the experience and skill required. The fees for the Accounting and Financial Reporting Services will be based on the

following agreed upon hourly rates, which will be revised from time to time. Adjusted rates will be reflected in billings:

Billing Category	Hourly Billing Rate
Partner/Principal	\$839 – \$994
Managing Director	\$757 – \$943
Director/Senior Manager	\$715 – \$848
Manager	\$525 – \$661
Senior Associate	\$460 – \$544
Associate	\$415 – \$473
Administrative Services	\$135

22. The hourly rates set forth above are PwC’s applicable hourly rates for the work of its professionals and staff members for the engagement set forth in the Engagement Letters. These hourly rates reflect PwC’s normal and customary billing practices for engagements of this complexity and magnitude. The Debtors believe these compensation arrangements are market-based and reasonable considering PwC’s vast knowledge and experience.

23. PwC’s hourly rates are subject to periodic adjustment from time to time in accordance with PwC’s established billing practices and procedures. PwC will provide reasonable notice of any changes to its hourly rates to the Debtors and the U.S. Trustee in these chapter 11 cases.

24. The Debtors intend for work performed on an hourly basis under the Engagement Letters to be subject to review under section 330 and 331 of the Bankruptcy Code.

25. Additionally, PwC will invoice the Debtors for reasonable out-of-pocket expenses charged during these chapter 11 cases, which include, among other things, telephone and other charges, mail and express mail charges, travel expenses, expenses for “working meals” and

computerized research, applicable sales, use or value added tax, as well as non-ordinary costs such as secretarial and other overtime expenses.

26. The PwC professionals providing services to the Debtors will consult with internal PwC bankruptcy retention and billing advisors to ensure compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines, and any other applicable procedures and orders of the Court, as well as to decrease the overall fees associated with the administrative aspects of PwC's engagement. The services provided by these bankruptcy retention and billing advisors shall include, but are not limited to: (a) assistance with preparation of the bankruptcy retention documents; (b) assistance with the disinterestedness disclosures; and (c) preparation of monthly fee statements and interim and final fee applications. Given the specialized nature of these services, specific billing rates exist for these bankruptcy retention and billing advisors.⁶

27. PwC shall include in its fee applications, among other things, time records setting forth, in summary format, a description of the services rendered by each professional, and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors in one-tenth of an hour increments (.1 hour).

28. The Debtors submit that given the nature of the services to be provided by PwC, such billing format and associated time details will be sufficient for the Debtors and other

⁶ The rate per hour for these PwC bankruptcy retention and billing advisors by level of experience will be as follows: Director: \$550; Manager: \$400; Senior Associate: \$290; Associate: \$225 and Paraprofessional: \$150. These rates also are subject to periodic adjustments.

parties in interest to make informed judgments regarding the nature and appropriateness of PwC's services and fees.

No Duplication of Services

29. It is my understanding that the Debtors intend that the services of PwC will complement and not duplicate the services rendered by any other professional retained in these chapter 11 cases. PwC understands that the Debtors have retained and may retain additional professionals during the term of the engagement and agrees to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

Indemnification

30. As part of the overall compensation payable to PwC under the terms of the Engagement Letters, the Debtors have agreed to certain indemnification obligations as described in the Engagement Letters, and subject to the modifications set forth in the proposed Order.

31. The terms of the Engagement Letters and the indemnification provisions therein were negotiated in good faith and at arm's length.

32. I believe that the proposed modifications to the indemnification provisions of the Engagement Letters are appropriate under the circumstances, consistent with recent orders entered in this District, and should be approved.

PwC's Disinterestedness

33. In connection with its proposed retention by the Debtors in these chapter 11 cases, PwC undertook to determine whether PwC has any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors or their estates. Specifically, PwC obtained from the Debtors the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "**Potential Parties in Interest**").

34. PwC's conflict analysis consisted of queries of an internal computer database containing names of individuals and entities that are present or recent former clients of PwC in order to identify relationships with Potential Parties in Interest in these chapter 11 cases. A summary of the relationships and representations that PwC was able to identify using its reasonable efforts is set forth on **Schedule 1** to this Declaration. PwC's representation of each entity listed on **Schedule 1** (or its apparent affiliate, as the case may be), however, was or is only on matters that are unrelated to the Debtors and these chapter 11 cases. PwC's review of its relationships with these parties in interest is continuing and PwC will file a supplemental declaration disclosing the result of the remaining entities in an expedited matter.

35. Except as set forth on **Schedule 1** hereto: (a) PwC has no connection with the Debtors, the Debtors' creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee, or any other party with an actual or potential interest in these chapter 11 cases or their respective attorneys or accountants; (b) PwC is not a creditor, equity security holder, or insider of the Debtors; (c) neither PwC (nor any of its principals) is or was, within two years of the Commencement Date, a director, officer or employee of the Debtors; and (d) PwC does not have an interest materially adverse to the Debtors, their estates or any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason. Accordingly, PwC is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

36. PwC is not providing, and will not provide, services to any of the clients that are listed on **Schedule 1** that are adverse to the Debtors or their estates or related to issues connected to the Debtors' chapter 11 cases. Further, PwC is not providing, and will not provide, services to the Debtors that would be adverse to any of the entities listed on **Schedule 1**.

37. PwC has provided, and likely will continue to provide, services unrelated to these chapter 11 cases for the various Potential Parties in Interest listed on **Schedule 1**. PwC's provision of services to these Potential Parties in Interest primarily has involved the provision of auditing, tax, and/or other consulting services. To the best of my knowledge, information, and belief: (a) PwC's services to these parties were and are wholly unrelated to the Debtors, their estates, and these chapter 11 cases; (b) PwC has not provided services to these parties that could impact their rights in these chapter 11 cases; and (c) PwC's involvement in these chapter 11 cases does not compromise its ability to continue providing such auditing, tax, and/or consulting services to these Potential Parties in Interest.

38. Moreover, as part of its diverse practice, PwC appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and Potential Parties in Interest in these chapter 11 cases. Additionally, PwC has performed in the past, and may perform in the future, audit, tax, and consulting services for various attorneys and law firms in the legal community and has been represented by several attorneys and law firms in the legal community, some of whom may be involved in these chapter 11 cases. Moreover, PwC has in the past, may currently, and will likely in the future be working with or against other professionals involved in these chapter 11 cases on matters unrelated to the Debtors or these chapter 11 cases. Based on my current knowledge of the professionals involved, and to the best of my knowledge, none of these business relationships create interests materially adverse to the Debtors with respect to the matters for which PwC is to be employed, and none are in connection with these chapter 11 cases.

39. Although PwC has researched the Potential Parties in Interest list, the Debtors may have customers, creditors, competitors, and other parties with whom they maintain

business relationships that are not included as Potential Parties in Interest and with whom we may maintain business relationships. Other than as disclosed herein, PwC has no relationship with the Debtors of which I am aware after due inquiry.

40. To the best of my knowledge, no professional of PwC who will work on this engagement is related or connected to any United States Bankruptcy Judge for the Southern District of New York, any District Judge for the Southern District of New York, or any employee of the U.S. Trustee.

41. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of PwC's retention are discovered or arise, PwC will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

42. It is PwC's intention to seek compensation for its services as described in the Application and the Engagement Letters in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any and all rules and orders of this Court.

43. To the best of my knowledge, PwC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that PwC: (a) is not a creditor, an equity security holder, or an insider of any of the Debtors; (b) is not and was not, within two years before the date of the filing of these chapter 11 cases, a director, officer, or employee of any of the Debtors; and (c) does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors or for any other reason.

44. Accordingly, based upon the foregoing, I believe PwC is disinterested as defined in section 101(14) of the Bankruptcy Code and does not hold or represent an interest materially adverse to the Debtors or their estates.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: February 22, 2019

By: /s/ Dan Goerlich

Dan Goerlich

Partner

PricewaterhouseCoopers LLP

Schedule 1

Due to the significant number of entities searched, PwC's review of its relationships with these parties in interest is continuing and PwC will file a supplemental declaration disclosing the result of the remaining entities in an expedited matter

PwC or its affiliates currently perform, or have previously performed, services in matters unrelated to these Chapter 11 Cases for the following individuals or entities or have other relationships with such entities, such as banking relationships:

RELATIONSHIPS KNOWN AS OF FEBRUARY 14, 2019:

(Attached as table, with the subtitles referring to the categories used by the Debtors)

<u>5% or More Equity Holders</u>
CANYON CAPITAL ADVISORS LLC
NOMURA SECURITIES INTERNATIONAL, INC. (INVT MGMT)
OAKTREE CAPITAL MANAGEMENT LP
OMEGA ADVISORS, INC.
<u>Bankruptcy Professionals</u>
ALIXPARTNERS
EPIQ
ERNST & YOUNG
FTI CONSULTING
KIRKLAND & ELLIS LLP
KPMG
MILBANK, TWEED, HADLEY & MCCLOY LLP
PROTIVITI
WEIL, GOTSHAL & MANGES LLP
<u>Banks</u>
BANK OF NEW YORK, MELLON - PA, USA
BANK OF NEW YORK, MELLON TRUST -USA
CITIBANK DE
CITIBANK NY
DEUTSCHE BANK
TEXAS CAPITAL BANK
US BANK - USA
US BANK TRUST - USA
WELLS FARGO BANK NA
WELLS FARGO BANK, N.A.
WELLS FARGO USA
<u>Bank - Custodial</u>
BANK OF NEW YORK, MELLON - PA, USA

BANK OF NEW YORK, MELLON - PA, USA
CITIBANK DE
CITIBANK NY
US BANK - USA
US BANK TRUST - USA
WELLS FARGO BANK NA
WELLS FARGO BANK, N.A.
WELLS FARGO USA
<u>UCC</u>
BANK OF AMERICA, N.A
BARCLAYS BANK PLC
CISCO SYSTEMS CAPITAL CORPORATION
CIT FINANCE LLC
COMMUNITY TRUST BANK
CREDIT SUISSE AG, AS COLLATERAL AGENT
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC
CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC, AS ADMINISTRATIVE AGENT
DE LAGE LANDEN FINANCIAL SERVICES, INC.
EVERBANK
FANNIE MAE
NEW RESIDENTIAL MORTGAGE LLC
PEOPLE'S UNITED BANK ET AL
SUTTON FUNDING LLC
THE BANK OF NEW YORK MELLON
<u>Bonds-Surety</u>
ARKANSAS SECURITIES DEPARTMENT
CITY OF BUFFALO
COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH OF PUERTO RICO
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF FINANCIAL INSTITUTIONS
DISTRICT OF COLUMBIA
STATE OF ALABAMA
STATE OF ALASKA
STATE OF ARIZONA
STATE OF ARKANSAS
STATE OF CALIFORNIA
STATE OF FLORIDA

STATE OF GEORGIA
STATE OF HAWAII
STATE OF IDAHO
STATE OF ILLINOIS
STATE OF IOWA
STATE OF KANSAS
STATE OF KENTUCKY
STATE OF LOUISIANA
STATE OF MAINE
STATE OF MISSISSIPPI
STATE OF MISSOURI
STATE OF MONTANA
STATE OF NEBRASKA
STATE OF NEVADA
STATE OF NEW HAMPSHIRE
STATE OF NEW JERSEY
STATE OF NEW MEXICO
STATE OF NEW YORK
STATE OF NORTH CAROLINA
STATE OF NORTH DAKOTA
STATE OF OKLAHOMA
STATE OF OREGON
STATE OF PENNSYLVANIA
STATE OF RHODE ISLAND
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
STATE OF SOUTH CAROLINA
STATE OF SOUTH DAKOTA
STATE OF TENNESSEE
STATE OF TEXAS
STATE OF UTAH
STATE OF VERMONT
STATE OF WASHINGTON
STATE OF WEST VIRGINIA
STATE OF WISCONSIN
STATE OF WYOMING
THE STATE OF WEST VIRGINIA
<u>BondHolder - Indentured Trustee</u>
CANYON
CQS
FPA
GOLDMAN SACHS

LION POINT
MARITIME CAPITAL
NOMURA
OAKTREE
OMEGA ADVISORS INC.
SEIX
TIG ADVISORS
TRIARII CAPITAL
WHITEBOX
<u>Contract Counter-Parties</u>
ACE AMERICAN INSURANCE COMPANY
ADOBE SYSTEMS INCORPORATED
AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
AMERICAN RELIABLE INSURANCE COMPANY
ASSURANT
ASSURANT APPRAISALS, LLC
ASSURANT APPRAISALS, LLC D/B/A ASSURANT VALUATIONS
ASSURANT GROUP
AVAYA
AVAYA INC.
BANK OF AMERICA, N.A.
BARCLAYS CAPITAL, INC.
BNP PARIBAS SECURITIES CORP.
CANTOR FITZGERALD & CO.
CDW DIRECT
CITIGROUP GLOBAL MARKETS INC.
CORPORATION SERVICE COMPANY
CREDIT SUISSE SECURITIES (USA) LLC
CT CORPORATION
CT CORPORATION SYSTEM
DATALINK CORPORATION
DEUTSCHE BANK SECURITIES INC.
DUKE ENERGY CORPORATION
IBM
INTERACTIVE INTELLIGENCE, INC.
INTERNATIONAL BUSINESS MACHINES CORPORATION
IRON MOUNTAIN INFORMATION MANAGEMENT, LLC
J.P. MORGAN SECURITIES LLC
JEFFERIES LLC
KPMG LLP
KROLL FACTUAL DATA, INC.

LEXISNEXIS
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
MICROSOFT CORPORATION
MORGAN STANLEY & CO. LLC
ORACLE AMERICA, INC.
PIEDMONT NATURAL GAS
RBC CAPITAL MARKETS, LLC
SECURITAS SECURITY SERVICES USA, INC.
SHI INTERNATIONAL CORP.
TALX CORPORATION
THE BANK OF NEW YORK MELLON
TYCO INTEGRATED SECURITY LLC
U.S. BANK NATIONAL ASSOCIATION
VERIZON
VMWARE, INC.
VOYAGER INDEMNITY INSURANCE COMPANY
WELLS FARGO BANK, N.A.
WELLS FARGO SECURITIES, LLC
<u>Governmental - Regulatory</u>
ALASKA DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
ARKANSAS SECURITIES DEPARTMENT
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT
CITIMORTGAGE, INC.
CITY OF BUFFALO
CITY OF HUNTSVILLE
CITY OF IRVING
CITY OF JACKSONVILLE
CITY OF MONTGOMERY
CITY OF TACOMA
COLORADO DEPARTMENT OF REGULATORY AGENCIES
COLORADO DEPARTMENT OF REVENUE
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF VETERANS AFFAIRS
DISTRICT OF COLUMBIA
ELLIE MAE, INC.
FANNIE MAE
FEDERAL DEPOSIT INSURANCE CORPORATION
FEDERAL HOME LOAN MORTGAGE CORPORATION (FREDDIE MAC)
FEDERAL HOUSING ADMINISTRATION

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE)
FREDDIE MAC
GINNIE MAE
GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GINNIE MAE)
IDAHO DEPARTMENT OF FINANCE
INTERNAL REVENUE SERVICE
LOUISIANA OFFICE OF FINANCIAL INSTITUTIONS
MONTANA DEPARTMENT OF ADMINISTRATION
NEBRASKA DEPARTMENT OF BANKING AND FINANCE
NEW HAMPSHIRE BANKING DEPARTMENT
NEW YORK DEPARTMENT OF FINANCIAL SERVICES
NORTH CAROLINA DEPARTMENT OF REVENUE
PUBLIC UTILITY COMMISSION OF TEXAS
SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS
SOUTH CAROLINA STATE BOARD OF FINANCIAL INSTITUTIONS
STATE OF ARIZONA
STATE OF MAINE
STATE OF MARYLAND
STATE OF NEBRASKA
STATE OF NEVADA
STATE OF NEW JERSEY
STATE OF NEW MEXICO
STATE OF NORTH DAKOTA
STATE OF OREGON
STATE OF PENNSYLVANIA
STATE OF RHODE ISLAND
STATE OF WISCONSIN
TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE
TENNESSEE DEPARTMENT OF FINANCIAL INSTITUTIONS
TENNESSEE DEPARTMENT OF REVENUE
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
TEXAS OFFICE OF CONSUMER CREDIT COMMISSIONER
U.S. DEPARTMENT OF AGRICULTURE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
UNITED STATES DEPARTMENT OF AGRICULTURE
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
UTAH DEPARTMENT OF FINANCIAL INSTITUTIONS
WEST VIRGINIA STATE TAX DEPARTMENT
WILLIS TOWERS WATSON
<u>Insurance</u>
ARGONAUT

AWAC
AXIS
BEAZLEY
BEAZLEY INSURANCE CO.; LLOYDS SYNDICATE 2623-623
BERKLEY
BERKSHIRE
C N A
CNA
CONTINENTAL CASUALTY CO (C.N.A.)
CRUM & FORSTER
ENDURANCE ASSURANCE CORP (SOMPO)
FEDERAL INSURANCE CO (CHUBB)
GREAT AMERICAN
GREENWICH INSURANCE CO.
HCC
HOUSTON CASUALTY
ILLINOIS NATIONAL INSURANCE COMPANY (AIG)
LIBERTY MUTUAL GROUP
LLOYD'S
MARKEL
NATIONAL UNION
NATIONAL UNION (AIG)
NATIONAL UNION FIRE
RLI
STARR
STARR INDEMNITY
WILLIS TOWERS WATSON
XL
XL CATLIN
XL SPECIALTY
<u>Investments - Ditech Services</u>
BEAL BANK S.S.B.
BELCO COMMUNITY CREDIT UNION
CITIZENS BANK, NATIONAL ASSOCIATION
COMMUNITY FIRST BANK
EVERBANK
FANNIE MAE
FIRST FINANCIAL BANK, N.A.
FIRST INTERNET BANK OF INDIANA
FIRSTMERIT BANK, N.A.
FREDDIE MAC

GINNIE MAE
GOLDEN TREE
HOUSING OPPORTUNITIES COMMISSION
JEFFERSON NATIONAL FINANCIAL CORPORATION
MERRILL LYNCH MORTGAGE LENDING, INC.
MID-STATE CAPITAL CORPORATION 2005-1 TRUST
MID-STATE CAPITAL CORPORATION 2006-1 TRUST
MID-STATE TRUST IV
MID-STATE TRUST VII
MID-STATE TRUST VIII
MID-STATE TRUST X
MID-STATE TRUST XI
NEW RESIDENTIAL MORTGAGE LLC
NEW YORK MORTGAGE TRUST
ORIGEN MANUFACTURED HOUSING CONTRACT TRUST 2004-A
ORIGEN MANUFACTURED HOUSING CONTRACT TRUST 2004-B
ORIGEN MANUFACTURED HOUSING CONTRACT TRUST 2005-A
ORIGEN MANUFACTURED HOUSING CONTRACT TRUST 2005-B
ORIGEN MANUFACTURED HOUSING CONTRACT TRUST 2006-A
ORIGEN MANUFACTURED HOUSING CONTRACT TRUST 2007-A
ORIGEN MANUFACTURED HOUSING CONTRACT TRUST 2007-B
SAVINGS INSTITUTE BANK & TRUST
STATE HIGHWAY PATROL FEDERAL CREDIT UNION
THE HUNTINGTON NATIONAL BANK
LANDLORDS
GRAYBAR ELECTRIC COMPANY, INC.
JPMORGAN CHASE BANK, N.A.
REGUS MANAGEMENT GROUP, LLC
<u>Lenders - Tranch B Term Loan</u>
ACIS CLO 2014-3, LTD
ACIS CLO 2014-4, LTD.
ACIS CLO 2014-5, LTD
ACIS CLO 2015-6 LTD.
ADAMS MILL CLO LTD
AGF FLOATING RATE INCOME FUND
AIG FLEXIBLE CREDIT FUND
AMERICAN MONEY MANAGEMENT
AMMC CLO XII LIMITED
ARCHVIEW ERISA MASTER FUND LTD
ARCHVIEW INVESTMENT GROUP - FD MGR.
ATRIUM VIII

BANK OF AMERICA
BANK OF AMERICA NA
BANK OF NOVA SCOTIA
BAYCITY CORPORATE ARBITRAGE AND RELATIVE VALUE FUND, L.P.
BAYCITY SENIOR LOAN MASTER FUND LTD.
BENEFIT STREET PARTNERS CLO IX, LTD
BENEFIT STREET PARTNERS CLO V-B, LTD.
BENEFIT STREET PARTNERS CLO VIII, LTD.
BENEFIT STREET PARTNERS CLO X,LTD
BENEFIT STREET PARTNERS CLO XI,LTD
BENEFIT STREET PARTNERS CLO XII, LTD.
BENEFIT STREET PARTNERS CLO XIV LTD
BENEFIT STREET PARTNERS CLO XV, LTD.
BENEFIT STREET PARTNERS LLC
BLUE CROSS OF IDAHO HEALTH SERVICE, INC.
BSP SPECIAL SITUATIONS MASTER A L.P
CALIFORNIA STATE TEACHERS RETIREMENT SYSTEM-4
CANYON PARTNERS
CHICAGO FUNDAMENTAL INVESTMENT PARTNERS, LLC- FM
CIFC ASSET MANAGEMENT- FM
CIFC FUNDING 2013-III, LTD
CITY NATIONAL ROCHDALE FIXED INCOME OPPORTUNITIES FUND
COA SUMMIT CLO LTD.
CQS ABS MASTER FUND LIMITED
CQS MANAGEMENT - FND MGR
CREDIT SUISSE
CREDIT SUISSE ASSET MANAGEMENT INCOME FU
CREDIT SUISSE ASSET MANAGEMENT, LLC- FM
CREDIT SUISSE FLOATING RATE HIGH INCOME FUND
CREDIT SUISSE FLOATING RATE TRUST
CREDIT SUISSE HIGH YIELD BOND FUND
CREDIT SUISSE LOAN FUNDING LL
CRESCENT CAPITAL GROUP
DAVINCI REINSURANCE LTD
DUNHAM FLOATING RATE BOND FUND
EATON VANCE
EATON VANCE FLOATING RATE INCOME TRUST
EATON VANCE FLOATING RATE PORTFOLIO
EATON VANCE FLOATING-RATE INCOME PLUS FUND
EATON VANCE INSTITUTIONAL SENIOR LOAN FUND

EATON VANCE INTERNATIONAL (CAYMAN ISLANDS) FLOATING-RATE INCOME PORTFOLIO
EATON VANCE LIMITED DURATION INCOME FUN
EATON VANCE SENIOR FLOATING RATE TRUST
EATON VANCE SENIOR INCOME TRUST
EATON VANCE SHORT DURATION DIVERSIFIED INCOME FUND
ERIE INDEMNITY COMPANY-2
ERIE INSURANCE EXCHANGE
FIFTH STREET STATION LLC
FLORIDA POWER & LIGHT COMPANY-1
FPA CRESCENT FUND
GOLDENTREE 2004 TRUST
GOLDENTREE ASSET MANAGEMENT LP
GOLDENTREE LOAN OPPORTUNITIES VII LTD
GOLDENTREE LOAN OPPORTUNITIES VIII, LTD
GOLDMAN SACHS BANK USA (GS BANK USA)
GOLDMAN SACHS LENDING PARTNERS LLC
GRAHAM CAPITAL MANAGEMENT LP-FM
HBK INVESTMENTS L.P. - FM
HBK MASTER FUND
HERITAGE BANK
HFRO SUB, LLC
HIGHLAND CAPITAL MANAGEMENT, L.P. FD MGR
HIGHLAND DYNAMIC INCOME MASTER FUND, L.P.
HIGHLAND FLOATING RATE OPPORTUNITIES FUND
HIGHLAND GLOBAL ALLOCATION FUND
HIGHLAND OPPORTUNISTIC CREDIT FUND
HIGHLAND PROMETHEUS MASTER FUND, L.P.
HSBC BANK
HSBC BANK PLC
INDIANA PUBLIC RETIREMENT SYSTEM-1
INVESCO SENIOR SECURED MANAGEMENT, INC.
JACKSON MILL CLO LTD.
JAMESTOWN CLO I LTD
JEFFERSON MILL CLO LTD.
JP MORGAN CHASE
JP MORGAN CHASE BANK NATIONAL ASSOCIATION
KP FIXED INCOME FUND
LIBERTY MUTUAL GROUP ASSET MANAGEMENT INC. - FM
LION POINT MASTER, LP
LION POINT MASTER, LP

LOOMIS, SAYLES AND COMPANY L.P.
MADISON PARK FUNDING VI LTD
MADISON PARK FUNDING X LTD
MADISON PARK FUNDING XI, LTD
MAM CORPORATE LOAN FUND
MARATHON ASSET MANAGEMENT
MARATHON CLO IX LTD
MARATHON CLO VI LTD
MARATHON CLO VIII LTD.
MARATHON CLO XI LTD.
MISSOURI EDUCATION PENSION TRUST
MOUNTAIN VIEW CLO 2013-1 LTD
MOUNTAIN VIEW CLO 2014-1 LTD.
MOUNTAIN VIEW CLO IX LTD
MOUNTAIN VIEW CLO X LTD.
NEUBERGER BERMAN FIXED INCOME LLC
NEWFLEET CLO 2016-1, LTD.
NEXBANK SSB
NOMURA CORPORATE FUNDING AMERICAS, LLC
NOMURA CORPORATE RESEARCH AND ASSET MANAGEMENT- FM
NUVEEN CREDIT OPPORTUNITIES 2022 TARGET TERM FUND
NUVEEN DIVERSIFIED DIVIDEND AND INCOM FUND
NUVEEN FLOATING RATE INCOME FUND
NUVEEN FLOATING RATE INCOME OPPORTUNITY FUND
NUVEEN SENIOR INCOME FUND
NUVEEN SHORT DURATION CREDIT OPPORTUNITIES FUND
NUVEEN SYMPHONY FLOATING RATE INCOME FUND
OAKTREE CAPITAL MANAGEMENT, L.P.
OAKTREE CLO 2014-2 LTD.
OAKTREE CLO 2015-1 LTD
OAKTREE EIF II SERIES A1, LTD
OAKTREE SENIOR LOAN FUND LP
OMEGA ADVISORS, INC-FM
OMEGA CAPITAL INVESTORS, LP
OMEGA CAPITAL PARTNERS, LP
OMEGA CREDIT OPPORTUNITIES MASTER FUND, L.P.
OMEGA EQUITY INVESTORS LP
OMEGA OVERSEAS PARTNERS LTD
PALMER SQUARE CAPITAL MANAGEMENT LLC
PALMER SQUARE CAPITAL SPECIAL SITUATIONS FUND L.P.
PALMER SQUARE CLO 2013-1 LTD.

PALMER SQUARE CLO 2015-1, LTD
PALMER SQUARE CLO 2015-2 LTD
PALMER SQUARE OPPORTUNISTIC CREDIT FUND, LP
PALMER SQUARE OPPORTUNISTIC INCOME FUND
PALMER SQUARE STRATEGIC CREDIT FUND
PEERLESS INSURANCE COMPANY
PROVIDENCE EQUITY PARTNERS LLC
RENAISSANCE INVESTMENT HOLDINGS LTD.-5
ROMARK WM-R LTD.
SEI INSTITUTIONAL INVESTMENTS TRUST-HIGH YIELD BOND FUND-4
SEI INSTITUTIONAL MANAGED TRUST - HIGH YIELD BOND FUND-4
SEIX ADVISORS
SENIOR DEBT PORTFOLIO
SENIOR SECURED FLOATING RATE LOAN FUND
SHENKMAN CAPITAL MANAGEMENT, INC.- FM
SLATER MILL LOAN FUND LP
SOLUS ALTERNATIVE ASSET MANAGEMENT- F.M.
SOLUS SENIOR HIGH INCOME FUND LP
SYMPHONY ASSET MANAGEMENT
SYMPHONY CLO XIV, LTD
SYMPHONY CLO XIX, LTD
SYMPHONY CLO XV, LTD.
SYMPHONY CLO XVI, LTD
SYMPHONY CLO XVIII, LTD
SYMPHONY FLOATING RATE SENIOR LOAN FUND
THE OHIO CASUALTY INSURANCE COMPANY
THL CREDIT ADVISORS LLC
TRIMARAN ADVISORS LLC
U.S. HIGH YIELD BOND FUND-4
VIRTUS GLOBAL MULTI-SECTOR INCOME FUND
VIRTUS NEWFLEET DYNAMIC CREDIT ETF
VIRTUS NEWFLEET SENIOR FLOATING RATE FUND
VIRTUS SEIX FLOATING RATE HIGH INCOME FUND
VIRTUS SEIX HIGH INCOME FUND
VIRTUS SEIX HIGH YIELD FUND
VIRTUS TACTICAL ALLOCATION FUND
VIRTUS TOTAL RETURN FUND INC.
WESPATH FUNDS TRUST
YORK CAPITAL MANAGEMENT, L.P.-FUND MANAGER
<u>Litigation</u>
AMERICAN NATIONAL BANK

ASSURANT
ASSURANT (APPRAISALS- NOT SURE OF FULL/FORMAL NAME)
BANA
BANK OF AMERICA
BAYVIEW
BNY MELLON
CALIBER
CARRINGTON
CASCADE FINANCIAL SERVICES
CELINK
CHAMPION
CHAMPIONS
CHUBB (EXCESS)
CITIMORTGAGE
COGNIZANT
CORELOGIC
CREDIGY SOLUTIONS
ENT FEDERAL CREDIT UNION
FANNIE MAE
FATIC (FIRST AMERICAN TITLE)
FAY
FINANCIAL FREEDOM
FLAGSTAR BANK
FREDDIE MAC
GINNIE MAE
GREAT AMERICAN
GTE FEDERAL CREDIT UNION
GUARDIAN ASSET MANAGEMENT
HOMEBRIDGE
HUD
ISGN SOLUTIONS, INC.
LIBERTY HOME
LITTON
LRES
MIDFIRST
MIDLAND NATIONAL LIFE
MONEYHOUSE
NATIONAL BANKRUPTCY SERVICES
NATIONSTAR
NFR (NATIONAL FIELD REPRESENTATIVES)
OCWEN

OLD REPUBLIC
RCS
RUSHMORE
SAFEGUARD
SAXON
SELENE
SHELLPOINT
SLS (SPECIALIZED LOAN SERVICING)
SPS (SELECT PORTFOLIO SERVICING)
STEWART TITLE
TIAA (F/K/A EVERBANK/EVERHOME)
WELLS FARGO
WESTCOR
WFG
ZURICH
<u>Litigation Vendors</u>
FIELD ASSET SERVICES INC
SERVICELINK
WILLIAMS ELECTRIC
<u>Litigation Consumer Firms</u>
AKERMAN
BAKER & HOSTETLER
BAKER, DONELSON
BLANK ROME LLP
BRYAN CAVE LLP
DAY PITNEY
DUANE MORRIS LLP
GREENBERG TRAURIG
HOLLAND & KNIGHT
JONES WALKER
KAUFMAN
LOCKE LORD
MAURICE WUTSCHER
MCGUIREWOODS
OGLETREE DEAKINS
ORRICK, HERRINGTON &
REED SMITH LLP
SIROTE & PERMUTT
SNELL & WILMER
SUSSMAN SHANK LLP
TROUTMAN SANDERS LLP

WINSTON & STRAWN
ZBS
<u>Ordinary Course Professionals</u>
BOARDVANTAGE
BROADRIDGE
COMPUTERSHARE
CT CORP
DECHERT LLP
DELOITTE
HARRIS, ST. LAURENT & CHAUDRY
MAYER BROWN
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
ORRICK
PRYOR CASHMAN
REED SMITH LLP
RICHARDS, LAYTON & FINGER, P.A.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
VENABLE LLP
SIGNIFICANT COMPETITORS
CALIBER HOME LOANS
FREEDOM MORTGAGE CORPORATION
HOMEWARD RESIDENTIAL INC.
IMPAC MORTGAGE
LAKEVIEW LOAN SERVICING
NATIONSTAR
OCWEN
PENNYMAC FINANCIAL SERVICES
PHH
QUICKEN LOANS
<u>Taxes</u>
ALABAMA DEPARTMENT OF REVENUE
ALABAMA DEPARTMENT OF REVENUE, BUSINESS PRIVILEGE DIVISION
ALDINE INDEPENDENT SCHOOL DISTRICT
ARIZONA DEPARTMENT OF REVENUE
CALIFORNIA BOARD OF EQUALIZATION
CALIFORNIA SECRETARY OF STATE
CARLTON FIELDS
CITY OF TAMPA
CITY OF TUCSON
COLORADO SECRETARY OF STATE

CONNECTICUT DEPARTMENT OF REVENUE SERVICES
CT CORPORATION SYSTEM
DELAWARE SECRETARY OF STATE
GEORGIA DEPARTMENT OF REVENUE
GEORGIA SECRETARY OF STATE
IOWA SECRETARY OF STATE
KENTUCKY DEPARTMENT OF REVENUE
KING COUNTY
LOUISIANA OFFICE OF FINANCIAL INSTITUTIONS
MARYLAND DEPARTMENT OF ASSESSMENTS AND TAXATION
MASSACHUSETTS DEPARTMENT OF REVENUE
MASSACHUSETTS SECRETARY OF THE COMMONWEALTH
MISSISSIPPI DEPARTMENT OF REVENUE
MONTANA DEPARTMENT OF REVENUE
NEBRASKA SECRETARY OF STATE
NEVADA SECRETARY OF STATE
NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NEW HAMPSHIRE SECRETARY OF STATE
NEW JERSEY DIVISION OF TAXATION
NEW YORK DEPARTMENT OF STATE
NORTH CAROLINA DEPARTMENT OF REVENUE
OKLAHOMA TAX COMMISSION, FRANCHISE TAX
OREGON DEPARTMENT OF REVENUE
PENNSYLVANIA DEPARTMENT OF REVENUE
RICHLAND COUNTY TREASURER
SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS
SOUTH CAROLINA DEPARTMENT OF REVENUE
STATE OF DELAWARE
STATE OF MICHIGAN
TENNESSEE DEPARTMENT OF REVENUE
TENNESSEE SECRETARY OF STATE
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
TEXAS PUBLIC UTILITY COMMISSION
UTAH DEPARTMENT OF FINANCIAL INSTITUTIONS
VERMONT DEPARTMENT OF TAXES
VIRGINIA STATE CORPORATION COMMISSION
WASHINGTON DEPARTMENT OF REVENUE
WISCONSIN DEPARTMENT OF FINANCIAL INSTITUTIONS
WISCONSIN DEPARTMENT OF FINANCIAL INSTITUTIONS
<u>Top 40 Creditors</u>
BRADLEY ARANT BOULT CUMMINGS LLP

COGNIZANT TECHNOLOGY SOLUTIONS
CORELOGIC INFORMATION SOLUTIONS
LOCKE LORD LLP
NAVIGANT CONSULTING INC
OPERATIONAL EXCELLENCE
REED SMITH LLP
TATA CONSULTANCY SERVICES LTD
VERIZON BUSINESS
WELLS FARGO BANK N.A
<u>Top 5 Secured</u>
BARCLAYS BANK PLC
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC
CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC
WILMINGTON SAVINGS FUND SOCIETY, FSB
<u>Utilities</u>
ATMOS ENERGY
CENTURYLINK
ENTERGY
FLORIDA POWER & LIGHT
J2 GLOBAL CANADA
LEVEL 3 COMMUNICATIONS LLC
METROPOLITAN TELECOMMUNICATIONS
VERIZON BUSINESS
VERIZON WIRELESS
WINDSTREAM
<u>Vendors</u>
AKIN GUMP STRAUSS HAUER & FELD LLP
ALABAMA POWER COMPANY
ALLSTATE INSURANCE COMPANY
AMEREN ILLINOIS
AMEREN MISSOURI
AMERICAN ELECTRIC POWER
AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
APPALACHIAN POWER
ARAMARK REFRESHMENT SERVICES
ARNOLD & PORTER KAYE SCHOLER LLP
ASSURANT APPRAISALS ACH
AT&T
ATLANTIC CITY ELECTRIC
BANK OF AMERICA MERRILL LYNCH

BANK OF NEW YORK MELLON
BGE
BLACK HILLS ENERGY
CALIFORNIA AUTOMOBILE INSURANCE COMPANY
CARLTON FIELDS JORDEN BURT PA
CBRE INC
CITIBANK NA
CITY AND COUNTY OF DENVER
CITY OF ALBANY
CITY OF ALBUQUERQUE
CITY OF AUBURN
CITY OF BATON ROUGE
CITY OF CHICAGO
CITY OF CONCORD
CITY OF DAYTON
CITY OF DETROIT
CITY OF ENGLEWOOD
CITY OF HOUSTON
CITY OF LAS VEGAS
CITY OF LUBBOCK
CITY OF MELBOURNE
CITY OF MIRAMAR
CITY OF NEW ORLEANS
CITY OF OAKLAND
CITY OF OCALA
CITY OF PHILADELPHIA
CITY OF PORT ST LUCIE
CITY OF PORTLAND
CITY OF RENO
CITY OF SACRAMENTO
CITY OF SAN ANTONIO
CITY OF SAN DIEGO
CITY OF SPRINGFIELD
CITY OF WEST PALM BEACH
CITY OF WEST POINT
CITY TREASURER
CLARK COUNTY
COMCAST
COMED
COMMONWEALTH OF MASSACHUSETTS
CONSUMERS ENERGY

CONTRA COSTA COUNTY TAX COLLECTOR
CPS ENERGY
CSAA INSURANCE EXCHANGE
CYPRESS FAIRBANKS ISD
DELMARVA POWER
DTE ENERGY
DUKE ENERGY
DUKE ENERGY PROGRESS
DUN & BRADSTREET
DUQUESNE LIGHT COMPANY
EL DORADO IRRIGATION DISTRICT
EVERSOURCE
EVERSOURCE ENERGY
EXPERIAN
FARMERS INSURANCE EXCHANGE
FIFTH THIRD BANK
FIRE INSURANCE EXCHANGE
FIRST CITIZENS BANK
FIRST MIDWEST BANK
FULTON COUNTY
GEORGIA POWER
GRAINGER
GREEN MOUNTAIN ENERGY
GREENBERG TRAURIG LLP
GULF POWER COMPANY
HILLSBOROUGH COUNTY
INDIANAPOLIS POWER & LIGHT CO
INTEGON NATIONAL INSURANCE COMPANY
JOHNSON & JOHNSON
JP MORGAN CHASE BANK NA
KENTUCKY STATE TREASURER
LIBERTY MUTUAL
LIBERTY MUTUAL INSURANCE
LINCOLN ELECTRIC COMPANY
LLOYDS OF LONDON
LOS ANGELES COUNTY TAX COLLECTOR
MAILFINANCE
MAYER BROWN LLP
MEDINA COUNTY
MIDAMERICAN ENERGY COMPANY
MONTGOMERY COUNTY

NATIONAL GRID
NICOR GAS
NV ENERGY
NYC DEPARTMENT OF FINANCE
OFFICE DEPOT
OFFICE OF TAX AND REVENUE
OHIO EDISON
OKLAHOMA TAX COMMISSION
PA DEPARTMENT OF REVENUE
PNC BANK
POTOMAC EDISON
PUGET SOUND ENERGY
PUTNAM COUNTY
REPUBLIC SERVICES
RESIDENCE MUTUAL INSURANCE COMPANY
RICOH USA INC
SACRAMENTO COUNTY
SAFECO INSURANCE COMPANY OF AMERICA
SAN ANTONIO WATER SYSTEM
STATE FARM GENERAL INSURANCE COMPANY
SUNTRUST BANK
THE HARTFORD
THOMPSON HINE LLP
TOLEDO EDISON
TOWNSHIP OF FRANKLIN
TRI COUNTY ELECTRIC COOPERATIVE
TXU ENERGY
UNITED STATES TREASURY
UNITIL
USAA GENERAL INDEMNITY COMPANY
WAGeworks INC.
WASTE MANAGEMENT
WE ENERGIES
WEIL GOTSHAL & MANGES LLP
WESTAR ENERGY
WHITE & CASE LLP
WILMINGTON SAVINGS FUND SOCIETY FSB
WILMINGTON TRUST

Exhibit 1

REMIC Tax Compliance Engagement Letter

February 3, 2017

Ms. Cynthia J. Glad
AVP and Tax Director
Walter Investment Management Corp
345 St. Peter Street
St. Paul, MN 55102

Subject: 2016, 2017, and 2018 REMIC Tax Returns

Dear Ms. Glad:

This engagement letter confirms that Ditech Mortgage or other affiliates of Walter Investment Management Corp ("WIMC", "you," or "Client") has engaged PricewaterhouseCoopers LLP ("we" or "us" or "PwC") to provide the services described below. Client may procure services under this engagement letter for itself and for those of its consolidated subsidiaries or affiliates that Client binds to this engagement letter by its signature or which separately agree to the provisions of this engagement letter (collectively, the "Subsidiaries").

Scope of Our Services

You have requested that PwC perform the following services (the "Services"):

(a) 2016-2018 Tax Compliance Services

You have requested that PricewaterhouseCoopers perform the following services for the tax year ending December 31, 2016; December 31, 2017; and December 31, 2018 for the entities listed in Exhibit I (the "Tax Services"):

1. Prepare the applicable Federal Forms 1066 U.S. Real Estate Mortgage Investment Conduit ("REMIC") Income Tax Returns;
2. Prepare the Quarterly Schedule Qs and associated Supplemental Information Statements for the REMICs (together with the forms listed in item 1 above, the "Tax Returns"); and
3. Maintain investor and trustee relations and respond to inquiries.

The tax services will be prepared using the IMAKE system data and unaudited information.

Unless otherwise agreed with PwC, Client will be responsible for preparation and filing of all other tax or information returns required to be filed with the authorities including, for example, city and county income or gross receipts filings, payroll tax filings, sales and use tax filings, information reporting filings, etc.

Client is responsible for understanding and agreeing with the amounts, computations, and statements made in all of the tax returns before they are filed with the taxing authorities. Most of the tax returns that we will prepare require signatures, under the penalties of perjury, of an officer of Client affirming that the

tax returns and the accompanying schedules and statements are true, correct, and complete to the best of his or her knowledge.

It is our understanding that you will file the returns as prepared by PwC unless you inform us otherwise.

Client is required to maintain and retain adequate documentation to support the tax returns as filed as penalties can be imposed by taxing authorities for the failure to produce adequate documentation supporting the items included in a tax return.

We will complete the preparation of the tax returns so they can be timely filed by the due date of April 15. In the event the agreed timetable requires that Client provide us with needed information or assistance within a specified period of time, the failure to timely provide this assistance may require adjustment to our completion date. In addition, in the event unforeseen circumstances occur that impact our ability to meet the final completion date, we will contact Client to discuss an acceptable revised completion date.

The rules for outbound transfers of stock (and certain asset transfers treated as indirect transfers of stock) under Internal Revenue Code Section 367(a) and associated regulations are complex. You are responsible for identifying transactions for which gain recognition agreements (GRAs) are required to qualify for an exception from gain recognition under Internal Revenue Code Section 367, and if so, the adequacy of any disclosure. The Services set forth herein do not include preparing or reviewing such GRAs and related disclosures. To the extent that you subsequently request us to provide such additional services, the mutually agreed services and fees will be set forth in a Statement of Work.

(b) 2019 Tax Compliance Services

For tax compliance and related planning purposes, it is common to provide services for the 2019 year. Such services relating to recurring and non-recurring tax work such as the preparation of year end estimates, [estimated tax payments], allocations, compliance coordination and related tax consulting will be covered under the terms and conditions of this engagement letter with mutually agreed upon adjustments for fees.

(c) Recurring Tax Consulting Services

From time to time, Client may request PwC to provide services outside the scope of these tax return preparation services that may not be significant enough to require a separate engagement letter or Statement of Work. Subject to our acceptance, PwC will provide such services necessary to respond to matters presented to PwC by Client, or matters PwC brings to the attention of Client for which Client agrees PwC should provide assistance. The following illustrates the nature of the services intended to be covered by this engagement letter:

- We will provide advice, answers to questions on federal, state and local, and international tax matters, including research, discussions, preparation of memoranda, and attendance at meetings relating to such matters, as mutually determined to be necessary.
- We will provide advice and/or assistance with respect to matters involving the Internal Revenue Service ("IRS") or other tax authorities on an as-needed or as-requested basis.

These examples are not meant to limit the services we may provide to Client under the terms of this engagement letter. All services and deliverables provided hereunder are subject to your review and approval. We will keep you fully apprised of the nature of any services we are providing under this section. All related periodic billings (see discussion below) will describe the services rendered during the period.

(d) Other Tax Services

PwC may also perform other tax compliance and consulting services as agreed to with Client. Such services will be performed when one or more statements of work are issued under this engagement letter, a form of which is attached as Exhibit A ("Statement of Work"). Each Statement of Work will describe the Services to be performed, the expected schedule for performance, the amounts that Client will pay for those Services, and any other relevant information. This engagement letter does not obligate either party to enter into any Statements of Work. If there is a conflict between the terms contained in the main body of this engagement letter, any Exhibit and/or a Statement of Work, the following order of precedence shall apply: (i) the Statement of Work, (ii) the applicable Exhibit and then, (iii) the main body of this engagement letter.

FinCEN Form 114 (FBAR)

Federal law requires that certain individuals and entities report financial interests in, and signatory authority or certain other authority over, foreign financial accounts with more than \$10,000 in aggregate value in a calendar year on FinCEN Form 114, Report of Foreign Bank and Financial Accounts. This form is not filed with a tax return. Instead this form must be filed electronically with the U.S. Department of the Treasury through the Financial Crimes Enforcement Network's (FinCEN's) BSA E-filing System by April 15 (June 30 for the 2015 calendar year FinCEN Form 114) of the year following the calendar year in which aggregate amounts held in the foreign financial accounts meet the threshold. The definition of financial accounts is broadly defined and includes certain interests held indirectly. Failure to comply with these laws could result in significant civil and criminal penalties. Unless otherwise specifically agreed in writing, PwC will not prepare, file, or provide assistance with respect to the FinCEN Form 114.

Use of PwC Technology

Certain internet based PwC Technology may be made available to you during our engagement as a convenience to support PwC's provision of Services to you. PwC Technology that may be provided to you include PwC's proprietary collaboration tools, software, databases, portals and platforms, all related documentation, as well as any modifications, derivatives or enhancements to them (collectively "PwC Technology"). Should you elect to use such PwC Technology, you understand that access to the PwC Technology is provided 'as is' without any express or implied warranties. Client must inform Client's PwC team of the names of the Client personnel whom the Client authorizes to access and use the PwC Technology on Client's behalf (the "Client Users"). Client shall not give access to the PwC Technology to any third party, including, without limitation, to any third party consultants, contractors, or other persons who are not active employees of Client, without specific written authorization from PwC, PwC having been advised by Client that such persons are not active employees of Client. Any such third party expressly authorized by PwC in writing shall be deemed a "Client User" for purposes of this engagement letter. You will remain responsible for promptly notifying PwC of any changes to the list of Client Users who are authorized to access the PwC Technology, as well as the access rights relating to your information for each Client User. You shall remain responsible for all use and access of the PwC Technology by Client Users.

Any access credentials issued by PwC are unique to each Client User and must not be shared, even between Client Users.

The information available to you on or through the PwC Technology during an engagement shall be information relating to the performance and delivery of the relevant Services and deliverables, and if applicable, information relating to the twelve (12) month period preceding such relevant Services and deliverables. PwC Technology is not designed or intended to form part of your permanent records, and you are responsible for making and separately maintaining copies of any records stored on the PwC Technology that may be needed by you.

PwC Technology and all materials related to it (including the underlying technology, user interface, algorithm, process, functionality etc.), are confidential and proprietary to PwC. As between the parties, PwC is and shall remain the sole owner of all rights, title and interests therein and thereto (but excluding any information or other content you place in the PwC Technology). You (and any permitted Client Users) may only use the PwC Technology to access, share and view certain information in connection with your receipt of Services, and other than the foregoing permission, no express or implied right or license is granted. Your access to the PwC Technology shall end at the conclusion of the applicable Services. You shall not (and shall not allow any Client User to) misappropriate or infringe any of PwC's rights in PwC Technology, or otherwise do anything that you are not expressly permitted to do under this engagement letter, or which would interfere with PwC's rights to such PwC Technology. PwC reserves the right, at its discretion, to change or discontinue the offerings, content, information, functionality and availability of the PwC Technology.

Ownership and Use

We are providing these Services and deliverables solely for your use and benefit and pursuant to a client relationship exclusively with you. We disclaim any contractual or other responsibility or duty of care to others based upon these Services or upon any deliverables or advice we provide.

You will own all tangible written material prepared for and delivered to you under this engagement letter, except as follows: we own our working papers, preexisting materials and any general skills, know-how, processes, or other intellectual property (including a non-client specific version of any deliverables) which we may have discovered or created as a result of the Services. You have a nonexclusive, non-transferable license to use such materials included in the deliverables for your own use as part of such deliverables.

In addition to deliverables, we may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist us with an engagement. If we make these available to you, they are provided "as is" and your use of these materials is at your own risk.

Confidentiality

"Confidential Information" means non-public information that Client marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information which (i) is rightfully known to PwC prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by PwC without use of or reliance on Confidential Information; or

(iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by PwC from a non-party. PwC will protect the confidentiality of Confidential Information that it receives, except as required by applicable law, statute, rule, regulation or professional standard. If disclosure is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, PwC shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the Client with prior prompt written notice thereof and, if practicable under the circumstances, allow the Client to seek a restraining order or other appropriate relief.

Our Responsibilities

We will perform the Services in accordance with the Statements on Standards for Tax Services established by the American Institute of Certified Public Accountants. Accordingly, we will not provide an audit or attest opinion or other form of assurance, and we will not verify or audit any information provided to us.

Your Responsibilities

To facilitate our work, you will need to provide the following assistance:

PricewaterhouseCoopers will need to obtain information for each transaction at deal closing and information for each transaction at each distribution date as follows:

- I. Historical data
 1. Previous filings and workpapers
 2. Closing documents in final executed form:
 - a) Pooling and servicing agreement
 - b) Indenture
 - c) Offering circular
- II. Information to prepare Tax Services
 1. Access to IMAKE system either on site or remotely to generate the output for the returns
 2. Access to IMAKE contacts
 3. Access to the network drives that contain relevant information for processing

WIMC is responsible for handling technology and security access concerns so that the data to complete the work is available in a timely manner to PwC.

You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables, and it is your responsibility to establish and maintain your internal controls. You will designate a competent member of your management to oversee the Services.

We expect that you will provide timely, accurate and complete information and reasonable assistance, and we will perform the engagement on that basis.

Fees and Expenses

(a) 2016-2018 Tax Compliance Services

The fee for services relative to this project as described in the Scope of Our Services section of this engagement letter will be \$37,500 each year. All PwC Subcontractor (defined below) fees are included in the agreed fee.

TAX SERVICES	ANNUAL FEES
Quarterly Processing <ul style="list-style-type: none">• Preparation of Schedule Qs• Preparation of supplemental information	\$28,000
Annual Processing <ul style="list-style-type: none">• Preparation of Form 1066, 1041, or 1065• Preparation of supplemental information	\$6,000
Budget for Investor/Trustee Calls	\$3,500
Total per year:	\$37,500

(b) 2019 Tax Compliance Services

Our fee is based on the time required by our professionals to complete the engagement. Amounts billed for services performed by PwC or the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties. Hourly rates may be revised from time to time, and the adjusted rates will be reflected in billings.

(c) Recurring Tax Consulting Services

Our fee is based on the time required by our professionals to complete the engagement. Amounts billed for services performed by PwC or the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties. Hourly rates may be revised from time to time, and the adjusted rates will be reflected in billings.

(d) Other Tax Services

Each Statement of Work shall set forth the fees for the Services covered by the Statement of Work.

We also will bill Client for our reasonable out-of-pocket expenses, any applicable sales, use or value added tax, and PwC's internal per ticket charges for booking travel.

The amount of our fee is based on the assumption that we will receive the information and assistance as detailed throughout this engagement letter. In the event we believe an additional fee is required as the result of the failure of Client to meet any of these requests or for any other reason, we will inform you promptly.

Payment Schedule

(a) 2016-2018 Tax Compliance Services

Our standard practice is to render our invoices on a quarterly basis. Payment of our invoices is due on presentation and expected to be received within 15 days of the invoice date.

(b) 2019 Tax Compliance Services

Our standard practice is to render our invoices on a quarterly basis. Payment of our invoices is due on presentation and expected to be received within 15 days of the invoice date.

(c) Recurring Tax Consulting Services

Our standard practice is to render our invoices on a quarterly basis. Payment of our invoices is due on presentation and expected to be received within 15 days of the invoice date.

(d) Other Tax Services

Unless otherwise provided in a Statement of Work, our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due on presentation and expected to be received within 15 days of the invoice date.

Termination and Dispute Resolution

This engagement letter has a term of three years. Either party may terminate the Services by giving notice to that effect. Unless otherwise agreed by the parties, any Statement(s) of Work executed prior to the effective date of such termination or expiration of this engagement letter shall remain in full force and effect in accordance with its terms, including the terms and conditions of this engagement letter, which are incorporated therein by reference. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties.

Any unresolved dispute relating in any way to the Services or this engagement letter shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") then in effect. The arbitration will be

conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration panel, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this engagement letter. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the Limitations on Liability provisions below or any other terms in this engagement letter. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. You accept and acknowledge that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date you became aware or should reasonably have become aware of the facts that give rise to our alleged liability and, in any event, no later than two years after the cause of action accrued.

This engagement letter and any dispute relating to the Services will be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Limitations on Liability

Except to the extent finally determined to have resulted from our gross negligence or intentional misconduct, our aggregate liability for all claims, losses, liabilities or damages in connection with this engagement letter or the Services, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of annual fees paid to us for the particular Service giving rise to the liability under this engagement letter or, if applicable, the relevant Statement of Work. In addition, we will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, we shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by you.

Indemnification

You agree to indemnify and hold PwC and the Beneficiaries (defined below) harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or deliverables under this engagement letter, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or deliverables.

Other PricewaterhouseCoopers Firms and Subcontractors

PwC is the U.S. firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of and/or subcontract to its subsidiaries, the Other PwC Firms and/or third party contractors and subcontractors, in each case within or outside of the United States (each, a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Client agrees that PwC may provide information PwC receives in connection with this engagement letter to the PwC Subcontractors for such purposes. PwC will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors) and for the protection of the information provided to the PwC Subcontractors. The PwC Subcontractors and theirs and PwC's respective partners, principals or employees (collectively, the "Beneficiaries") shall have no liability or obligations arising out of this engagement letter. Client agrees to: (a) bring any claim or other legal proceeding of any nature arising from the Services against PwC and not against the Beneficiaries; and (b) ensure or procure

that the Subsidiaries do not assert any such claim or other legal proceeding against PwC or the Beneficiaries. If any of the Subsidiaries receive Services under this engagement letter, Client agrees to provide a copy of this engagement letter to such Subsidiaries, and Client will notify them that although the Beneficiaries may interact with them, the delivery of the Services is governed by the terms of this engagement letter (including the liability limitations herein), and Client's Subsidiaries should notify Client of any disputes or potential claims arising from the Services. PwC disclaims any contractual or other responsibility or duty of care to any other subsidiaries or affiliates. While PwC is entering into this engagement letter on its own behalf, this section also is intended for the benefit of the Beneficiaries.

Consents to Disclose Client Information

Notwithstanding anything to the contrary in this engagement letter, Client agrees that PwC may disclose Client's current and/or prior years' tax return information to PwC Subcontractors within or outside the United States for the purposes described above. Client authorizes PwC to participate in discussions with and to disclose your information, including your tax return information, to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct. The foregoing consents are valid until further notice by Client. Client may request in writing a more limited disclosure than the foregoing.

Regulatory Matters

Notwithstanding anything to the contrary in this engagement letter, you have no obligation of confidentiality with respect to any portion of any materials, advice or deliverables to the extent they concern the tax structure or tax treatment of any transaction. If Client makes a disclosure pursuant to this paragraph, Client will only disclose information directly related to the tax structure or tax treatment of the transaction and Client will (a) provide PwC with the name of the person to whom the disclosure was made and a description of the information and materials disclosed; (b) notify such person that they may not rely upon such information and that PwC has no obligation, duty, liability or responsibility to such person; and (c) use commercially reasonable efforts to obtain an executed third party access letter from such person, as determined by PwC, other than Client's professional advisors. For purposes of this paragraph, professional advisors do not include any advisors that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities, or who may obtain a financial interest in Client in connection with any advice related to the Services.

Codification of Economic Substance

Federal law (IRC Section 6662(b)) subjects taxpayers to a strict liability penalty equal to 40% (or 20% if adequately disclosed in a tax return) of any underpayment of tax attributable to that portion of a transaction which is determined to lack economic substance under IRC Section 7701(o) or fails to satisfy any other similar rule of law. The higher penalty will be due if a transaction that is determined to lack economic substance is not "adequately disclosed" in the taxpayer's return. Penalties can also be imposed by states to the extent that state laws have adopted similar provisions.

You are responsible for identifying transactions to which the economic substance doctrine applies and determining whether disclosure should be made, and if so, the adequacy of any disclosure. Any additional PwC time spent preparing such disclosures is outside the scope of the Services set forth in this engagement

letter. There is no guidance on the substantive aspects of the codified economic substance doctrine. To the extent that we prepare disclosures and/or provide any advice with respect to Client's determination of the economic substance of a transaction and any related penalties that might be imposed, such disclosures prepared and/or advice rendered as part of our Services will be based on applicable case law, reasonable interpretation of legislation and available guidance.

The strict liability penalty is not affected by whether the position taken on the return meets standards regarding levels of confidence. Moreover, under IRC Section 6664(c), no exceptions (including the reasonable cause exception) to the imposition of such penalties are available and therefore no advice will protect you from any such penalties. Therefore, PwC shall not be liable for any federal or state penalties imposed on you if any portion of a transaction is determined to lack economic substance or fails to satisfy any similar rule of law or if the disclosure of such transaction is determined to be inadequate.

Written Advice

The content of the written advice to be provided during the provision of Services is limited to the matters specifically addressed therein, and unless otherwise agreed in a Statement of Work, does not address any other potential tax consequences, including the potential application of tax penalties to any matter. PwC's advice is not binding upon any taxing authority or the courts and there is no assurance that any relevant taxing authority will not successfully assert a contrary position. Client acknowledges that its ability to use PwC's advice for purposes of demonstrating reasonable cause with respect to any tax penalties is based on a variety of factors, and that there can be no guarantee that PwC's advice alone will provide such protection. Furthermore, all advice, including drafts and oral advice, relating to the subject matter of an engagement provided prior to PwC's final written deliverable is preliminary in nature and is not intended to constitute PwC's final advice regarding the matters or transactions to which the written advice relates.

Tax Return Disclosure and Tax Advisor Listing Requirements

Certain federal and state regulations require taxpayers to disclose their participation in certain reportable transactions to the taxing authorities. Client shall advise PwC if Client determines that any matter covered by this engagement letter is a reportable transaction that is required to be disclosed. This advice will take the form of your written responses in the Reportable Transaction Compliance Checklist. Your responses will form the basis for Form 8886 disclosures. We will explain this checklist to you and complete up to one Forms 8886 for your review and submission. Any additional PwC time spent: (1) reviewing or assessing related information flows; (2) reviewing or assessing current related policies, procedures or systems; (3) analyzing or identifying reportable transactions; (4) gathering or retaining required documentation; or (5) preparing additional Forms 8886, would be performed outside the scope of the arrangements set forth in this engagement letter and would necessitate an addendum to this engagement letter.

Certain federal and state regulations also require PwC to submit information returns and maintain lists of certain client engagements if PwC is a material advisor to clients that have participated in a reportable transaction. Therefore, if PwC determines, after consultation with Client, that Client has participated in a transaction causing PwC to have a registration and/or list maintenance obligation, PwC will place Client's name and other required information on a list. PwC will contact Client if PwC is required to provide Client's name to the U.S. Internal Revenue Service or any state in connection with any matter under this engagement letter.

PCAOB Rule 3522

By requesting that PwC perform Services, Client confirms that no other advisor providing advice or assistance with respect to the subject matter of this engagement letter has imposed any conditions of confidentiality, as defined by Public Company Accounting Oversight Board ("PCAOB") Rule 3522. In addition, Client agrees that if, after PwC begins performing Services under this engagement letter, any other advisor imposes conditions of confidentiality with respect thereto, Client will notify PwC promptly so that PwC can cease work in order to avoid any impairment to independence under PCAOB Rule 3522.

Federal (Internal Revenue Code Section 6694) and State Preparer Standards

Federal law and certain state laws impose obligations on tax return preparers with respect to a position reported on a tax return or claim for refund that does not meet certain standards regarding levels of confidence. If during the course of this engagement we identify a position that does not meet these standards, we will advise you about your penalty exposure and whether you can avoid penalty through disclosure. If we are preparing the return or claim for refund and it is concluded that disclosure is required, we will prepare the disclosure and provide it to you.

Our work may require consultation with a PwC subject matter specialist to reach and document the level of technical support for the position. We will discuss with you any additional fees that may be incurred as a result of complying with these requirements.

Other Matters

No party to this engagement letter may assign or transfer this engagement letter, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid. If any provision of this engagement letter is found to be unenforceable, the remainder of this engagement letter shall be enforced to the extent permitted by law.

If we perform the Services prior to both parties executing this engagement letter or an applicable Statement of Work, this engagement letter or the applicable Statement of Work shall be effective as of the date we began the Services.

Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations in this engagement letter due to causes beyond its reasonable control. If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for Client, Client will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.

You agree we may use your name in experience citations and recruiting materials. This engagement letter supersedes any prior understandings, proposals or agreements with respect to the Services, and any changes must be agreed to in writing.


PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this engagement letter.

* * * * *

We are pleased to have the opportunity to provide services to you. If you have any questions about this engagement letter, please discuss them with Paul Moretti at (202) 346-5286 or Trent Johnson at (202) 414-1484. If the Services and terms outlined in this engagement letter are acceptable, please sign one copy of this engagement letter in the space provided and return it to the undersigned. You may return the signed copy to the undersigned by mail or air courier to 600 13th Street NW, Washington, DC 20005, by facsimile to the undersigned's attention at (202) 414-1301 or attached as a pdf, jpeg or similar file type to an e-mail to the undersigned at trent.h.johnson@us.pwc.com or paul.j.moretti@us.pwc.com.

Very truly yours,

PricewaterhouseCoopers LLP

By: 

Trent Johnson, Principal

Attachment(s): Exhibit I – Listing of Returns to be Prepared

Reportable Transaction Compliance Checklist

ACKNOWLEDGED AND AGREED:

Walter Investment Management Corp, on behalf of itself and its Subsidiaries

Signature of client official: Cynthia J. Glad

Please print name: Cynthia J. Glad

Title: VP of Tax

Date: 2/6/2017

EXHIBIT I

LISTING OF RETURN TO BE PREPARED

MH REMICS	RESIDUAL OWNER	TRUSTEE
GT 08-MH1 Master	Wachovia	Kristi Puttin
GT 08-MH1 Sub	Wachovia	Kristi Puttin
MH 00-1 Master	Bankruptcy Estate	Tanveer Ashraf
MH 00-1 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 00-2 Master	Bankruptcy Estate	Tanveer Ashraf
MH 00-2 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 00-3 Master	GTRI LLC	Tanveer Ashraf
MH 00-3 Sub	GTRI LLC	Tanveer Ashraf
MH 00-4 Master	Bankruptcy Estate	Tanveer Ashraf
MH 00-4 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 00-5 Master	Bankruptcy Estate	Tanveer Ashraf
MH 00-5 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 00-6 Master	Bankruptcy Estate	Tanveer Ashraf
MH 00-6 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 01-1 Intermediate	Bankruptcy Estate	Tanveer Ashraf
MH 01-1 Master	Bankruptcy Estate	Tanveer Ashraf
MH 01-1 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 01-2 Intermediate	Bankruptcy Estate	Tanveer Ashraf
MH 01-2 Master	Bankruptcy Estate	Tanveer Ashraf
MH 01-2 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 01-3 Intermediate	Bankruptcy Estate	Tanveer Ashraf
MH 01-3 Master	Bankruptcy Estate	Tanveer Ashraf
MH 01-3 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 01-4 Intermediate	Bankruptcy Estate	Tanveer Ashraf
MH 01-4 Master	Bankruptcy Estate	Tanveer Ashraf
MH 01-4 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 02-1 Master	Bankruptcy Estate	Tanveer Ashraf
MH 02-1 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 02-2 Intermediate	Bankruptcy Estate	Tanveer Ashraf
MH 02-2 Master	Bankruptcy Estate	Tanveer Ashraf
MH 02-2 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 92-2	GTRI LLC	Tanveer Ashraf
MH 93-1	GTRI LLC	Tanveer Ashraf
MH 93-2	GTRI LLC	Tanveer Ashraf
MH 93-3	Bankruptcy Estate	Tanveer Ashraf
MH 93-4	GTRI LLC	Tanveer Ashraf
MH 94-1	GTRI LLC	Tanveer Ashraf
MH 94-2	GTRI LLC	Tanveer Ashraf
MH 94-3	GTRI LLC	Tanveer Ashraf

MH REMICS	RESIDUAL OWNER	TRUSTEE
MH 94-4	GTRI LLC	Tanveer Ashraf
MH 94-5	GTRI LLC	Tanveer Ashraf
MH 94-6	GTRI LLC	Tanveer Ashraf
MH 94-7	GTRI LLC	Tanveer Ashraf
MH 94-8	GTRI LLC	Tanveer Ashraf
MH 95-1	GTRI LLC	Tanveer Ashraf
MH 95-10	GTRI LLC	Tanveer Ashraf
MH 95-2	GTRI LLC	Tanveer Ashraf
MH 95-3	GTRI LLC	Tanveer Ashraf
MH 95-4	GTRI LLC	Tanveer Ashraf
MH 95-5	GTRI LLC	Tanveer Ashraf
MH 95-6	GTRI LLC	Tanveer Ashraf
MH 95-7	GTRI LLC	Tanveer Ashraf
MH 95-8	GTRI LLC	Tanveer Ashraf
MH 95-9	GTRI LLC	Tanveer Ashraf
MH 96-1	GTRI LLC	Kristi Puttin
MH 96-10	GTRI LLC	Tanveer Ashraf
MH 96-2	GTRI LLC	Kristi Puttin
MH 96-3	GTRI LLC	Tanveer Ashraf
MH 96-4	GTRI LLC	Tanveer Ashraf
MH 96-5	GTRI LLC	Tanveer Ashraf
MH 96-6	GTRI LLC	Tanveer Ashraf
MH 96-7	GTRI LLC	Tanveer Ashraf
MH 96-8	GTRI LLC	Tanveer Ashraf
MH 96-9	GTRI LLC	Tanveer Ashraf
MH 97-1	GTRI LLC	Tanveer Ashraf
MH 97-2	GTRI LLC	Tanveer Ashraf
MH 97-3	GTRI LLC	Tanveer Ashraf
MH 97-4	GTRI LLC	Tanveer Ashraf
MH 97-5	GTRI LLC	Tanveer Ashraf
MH 97-6	Bankruptcy Estate	Tanveer Ashraf
MH 97-7	Bankruptcy Estate	Tanveer Ashraf
MH 97-8	GTRI LLC	Tanveer Ashraf
MH 98-1 Master	Bankruptcy Estate	Tanveer Ashraf
MH 98-1 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 98-2 Master	Bankruptcy Estate	Tanveer Ashraf
MH 98-2 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 98-3 Master	Bankruptcy Estate	Tanveer Ashraf
MH 98-3 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 98-4 Master	Bankruptcy Estate	Tanveer Ashraf
MH 98-4 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 98-5 Master	Bankruptcy Estate	Tanveer Ashraf
MH 98-5 Sub	Bankruptcy Estate	Tanveer Ashraf

MH REMICS	RESIDUAL OWNER	TRUSTEE
MH 98-6 Master	Bankruptcy Estate	Tanveer Ashraf
MH 98-6 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 98-7 Master	Bankruptcy Estate	Tanveer Ashraf
MH 98-7 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 98-8 Master	Bankruptcy Estate	Tanveer Ashraf
MH 98-8 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 99-1 Master	Bankruptcy Estate	Tanveer Ashraf
MH 99-1 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 99-2 Master	Bankruptcy Estate	Tanveer Ashraf
MH 99-2 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 99-3 Master	Bankruptcy Estate	Tanveer Ashraf
MH 99-3 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 99-4 Master	Bankruptcy Estate	Tanveer Ashraf
MH 99-4 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 99-5 Master	Bankruptcy Estate	Tanveer Ashraf
MH 99-5 Sub	Bankruptcy Estate	Tanveer Ashraf
MH 99-6 Master	Bankruptcy Estate	Tanveer Ashraf
MH 99-6 Sub	Bankruptcy Estate	Tanveer Ashraf
HE/HI REMICS	RESIDUAL OWNER	TRUSTEE
GT 08-HE1 Master	Citigroup	Tanveer Ashraf
GT 08-HE1 Sub	Citigroup	Tanveer Ashraf
GTMLT 05-HE1 REMIC 1	Goldman	Josh Grimard
GTMLT 05-HE1 REMIC 2	Goldman	Josh Grimard
HE 01-C Intermediate	Bankruptcy Estate	Tanveer Ashraf
HE 01-C Master	Bankruptcy Estate	Tanveer Ashraf
HE 01-C Sub	Bankruptcy Estate	Tanveer Ashraf
HE 01-D Intermediate	Bankruptcy Estate	Tanveer Ashraf
HE 01-D Master	Bankruptcy Estate	Tanveer Ashraf
HE 01-D Sub	Bankruptcy Estate	Tanveer Ashraf
HE 02-A Intermediate	Bankruptcy Estate	Tanveer Ashraf
HE 02-A Master	Bankruptcy Estate	Tanveer Ashraf
HE 02-A Sub	Bankruptcy Estate	Tanveer Ashraf
HE 02-B Basement	Bankruptcy Estate	Tanveer Ashraf
HE 02-B Intermediate	Bankruptcy Estate	Tanveer Ashraf
HE 02-B Master	Bankruptcy Estate	Tanveer Ashraf
HE 02-B Sub	Bankruptcy Estate	Tanveer Ashraf
HE 02-C Intermediate	Bankruptcy Estate	Tanveer Ashraf
HE 02-C Master	Bankruptcy Estate	Tanveer Ashraf
HE 02-C Sub	Bankruptcy Estate	Tanveer Ashraf
HE 97-B	GTRI LLC	Tanveer Ashraf
HI 00-E	GTRI LLC	Tanveer Ashraf
HI 94 B1	GTRI LLC	Tanveer Ashraf
HI/HE 97-C	GTRI LLC	Tanveer Ashraf

MH REMICS	RESIDUAL OWNER	TRUSTEE
HI/HE 97-D Master	GTRI LLC	Tanveer Ashraf
HI/HE 97-D Sub	GTRI LLC	Tanveer Ashraf
HI/HE 97-E Master	GTRI LLC	Tanveer Ashraf
HI/HE 97-E Sub	GTRI LLC	Tanveer Ashraf
HI/HE 98-B Master	GTRI LLC	Tanveer Ashraf
HI/HE 98-B Sub	GTRI LLC	Tanveer Ashraf
HI/HE 98-C Master	GTRI LLC	Tanveer Ashraf
HI/HE 98-C Sub	GTRI LLC	Tanveer Ashraf
HILT 94-CI	GTRI LLC	Tanveer Ashraf
HILT 94-D	GTRI LLC	Tanveer Ashraf
HILT 95-A	GTRI LLC	Tanveer Ashraf
HILT 95-C	GTRI LLC	Tanveer Ashraf
HILT 95-D	GTRI LLC	Tanveer Ashraf
HILT 95-F	GTRI LLC	Tanveer Ashraf
HILT 96-A	GTRI LLC	Tanveer Ashraf
HILT 96-C	GTRI LLC	Tanveer Ashraf
HILT 96-D	GTRI LLC	Tanveer Ashraf
HILT 96-F	GTRI LLC	Tanveer Ashraf
LCMLT 05-HE1 REMIC 1	Greenwich	Josh Grimard
LCMLT 05-HE1 REMIC 2	Greenwich	Josh Grimard

GREENPOINT	RESIDUAL OWNER	TRUSTEE
B OF A 1998-1	GTS LLC (.01%)	Thomas Withiam
B OF A 1998-2	GTS LLC (.01%)	Thomas Withiam
B OF A TRUST II 1997-1	GTS LLC (.01%)	Thomas Withiam
B OF A TRUST III 1997-2	GTS LLC (.01%)	Thomas Withiam
GREENWICH CAP 1995 BA1	GTS LLC (.01%)	Thomas Withiam
GREENWICH CAP 1996-1	GTS LLC (.01%)	Thomas Withiam

BOMBARDIER	RESIDUAL OWNER	TRUSTEE
BCMISC 1998A - Issuing	Bombardier	Chris Black
BCMISC 1998A - Pooling	Bombardier	Chris Black
BCMISC 1998B - Issuing	Bombardier	Chris Black
BCMISC 1998B - Pooling	Bombardier	Chris Black
BCMISC 1998C - Issuing	Bombardier	Chris Black
BCMISC 1998C - Pooling	Bombardier	Chris Black
BCMISC 1999A - Issuing	Bombardier	Chris Black
BCMISC 1999A - Pooling	Bombardier	Chris Black
BCMISC 1999B - Issuing	Bombardier	Chris Black
BCMISC 1999B - Pooling	Bombardier	Chris Black
BCMISC 2000A - Issuing	Bombardier	Chris Black
BCMISC 2000A - Pooling	Bombardier	Chris Black
BCMISC 2001A - Issuing	Bombardier	Thomas Withiam

BCMSC 2001A - Pooling

Bombardier

Thomas Withiam

UCFS REMICs	RESIDUAL OWNER	TRUSTEE
UCFC 1996-1	UCFC	Brian Kaczmariski
UCFC 1996-2	UCFC	Tuan Quach
UCFC 1997-1	UCFC	Brian Kaczmariski
UCFC 1997-2	UCFC	Tuan Quach
UCFC 1997-3	UCFC	Tuan Quach
UCFC 1997-4	UCFC	Tuan Quach
UCFC 1998-1	UCFC	Tuan Quach
UCFC 1998-2	UCFC	Tuan Quach
UCFC 1998-3	UCFC	Tuan Quach

Exhibit 2

Tax Consulting Services Engagement Letter



December 7, 2017

Ms. Cynthia Glad
Vice President of Tax
Walter Investment Management Corp.
345 St. Peter Street
St. Paul, MN 55102

Dear Ms. Glad:

This engagement letter confirms that Walter Investment Management Corp. ("you" or "Client") has engaged PricewaterhouseCoopers LLP ("we" or "us" or "PwC") to provide the tax services described below. Client may procure services under this engagement letter for itself and for those of its consolidated subsidiaries or affiliates that Client binds to this engagement letter by its signature or which separately agree to the provisions of this engagement letter (collectively, the "Subsidiaries").

Scope of Our Services

PwC will support Client and its advisors from a tax perspective in connection with the potential restructuring of the capital structure and principal debt obligations of Client and its affiliates (the "Restructuring"), which may occur under Chapter 11 of the United States Bankruptcy Code. Specifically, Client is engaging us to provide the following services (the "Services") through the completion of the Restructuring:

- Review tax information pertaining to Client and its affiliates (collectively, the "Company") to estimate available tax attributes (e.g., net operating losses ("NOLs"), R&D credits, general business credits) and the estimated inside tax basis;
- Analyze the U.S. federal income tax consequences of the Restructuring, including the treatment and consequences of any cancellation of indebtedness income ("CODI");
- Assist Client and its advisors in its evaluation of its tax attributes available following tax attribute reduction for CODI, and applicable limitations upon the future utilization of such tax attributes;
- Assist with tax related modeling, including prospective effective cash taxes post-emergence from bankruptcy, estimated depreciation and amortization deductions, and potential step-up or step-down in basis for tax purposes that may be created as part of a Restructuring;
- Discuss tax analysis and advice with the Company's Restructuring advisors;
- Advise management in its development of the proposed restructuring plan and provide assistance from a tax perspective with the preparation of the Restructuring step-plans;
- Monitor the stock ownership of WIMC prior to the effective date of the Restructuring to aid in the Company's effort to protect the potential value of the Company's NOLs which could be subject to



limitation if the Company experiences an “ownership change” as defined in Section 382¹ as a result of certain equity transactions;

- Develop and maintain the WIMC section 382 ownership shift analysis model on a quarterly basis through completion of the Restructuring;
- Assist with analysis and documentation relating to the application of the Section 382(l)(5) “safe harbor” to the “ownership change” expected to occur in connection with the Restructuring;
- Read transaction documentation and provide tax related comments; and
- Provide other tax advice related to the Restructuring, as requested by Client.

Deliverables

PwC’s reporting to Client will include oral advice and various written outlines, executive summaries, presentations, memoranda, analysis of issues, and schedules prepared for and delivered to Client in connection with the Services (collectively, “Deliverables”).

Use of PwC Technology

Certain internet based PwC Technology may be made available to you during our engagement as a convenience to support PwC’s provision of Services to you. PwC Technology that may be provided to you include PwC’s proprietary collaboration tools, software, databases, portals and platforms, all related documentation, as well as any modifications, derivatives or enhancements to them (collectively “PwC Technology”). Should you elect to use such PwC Technology, you understand that access to the PwC Technology is provided ‘as is’ without any express or implied warranties. Client must inform Client’s PwC team of the names of the Client personnel whom the Client authorizes to access and use the PwC Technology on Client’s behalf (the “Client Users”). Client shall not give access to the PwC Technology to any third party, including, without limitation, to any third party consultants, contractors, or other persons who are not active employees of Client, without specific written authorization from PwC, PwC having been advised by Client that such persons are not active employees of Client. Any such third party expressly authorized by PwC in writing shall be deemed a “Client User” for purposes of this engagement letter. You will remain responsible for promptly notifying PwC of any changes to the list of Client Users who are authorized to access the PwC Technology, as well as the access rights relating to your information for each Client User. You shall remain responsible for all use and access of the PwC Technology by Client Users. Any access credentials issued by PwC are unique to each Client User and must not be shared, even between Client Users.

The information available to you on or through PwC Technology during this engagement shall be information relating to the performance and delivery of the relevant Services and deliverables, and if applicable, information relating to the twelve (12) month period preceding such relevant Services and deliverables. PwC Technology is not designed or intended to form part of your permanent records, and you are responsible for making and separately maintaining copies of any records stored on the PwC Technology that may be needed by you.

¹ Unless otherwise indicated, all section references are to the Internal Revenue Code of 1986, as amended.



PwC Technology and all materials related to it (including the underlying technology, user interface, algorithm, process, functionality etc.), are confidential and proprietary to PwC. As between the parties, PwC is and shall remain the sole owner of all rights, title and interests therein and thereto (but excluding any information or other content you place in the PwC Technology). You (and any permitted Client Users) may only use the PwC Technology to access, share and view certain information in connection with your receipt of Services, and other than the foregoing permission, no express or implied right or license is granted. Your access to the PwC Technology shall end at the conclusion of the applicable Services. You shall not (and shall not allow any Client User to) misappropriate or infringe any of PwC's rights in PwC Technology, or otherwise do anything that you are not expressly permitted to do under this engagement letter, or which would interfere with PwC's rights to such PwC Technology. PwC reserves the right, at its discretion, to change or discontinue the offerings, content, information, functionality and availability of the PwC Technology.

Ownership and Use

We are providing these Services and deliverables solely for your use and benefit and pursuant to a client relationship exclusively with you. We disclaim any contractual or other responsibility or duty of care to others based upon these Services or upon any deliverables or advice we provide.

You will own all tangible written material prepared for and delivered to you under this engagement letter, except as follows: we own our working papers, preexisting materials and any general skills, know-how, processes, or other intellectual property (including a non-client specific version of any deliverables) which we may have discovered or created as a result of the Services. You have a nonexclusive, non-transferable license to use such materials included in the deliverables for your own use as part of such deliverables.

In addition to deliverables, we may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist us with an engagement. If we make these available to you, they are provided "as is" and your use of these materials is at your own risk.

Confidentiality

"Confidential Information" means non-public information that Client marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information which (i) is rightfully known to PwC prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by PwC without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by PwC from a non-party. PwC will protect the confidentiality of Confidential Information that it receives, except as required by applicable law, statute, rule, regulation or professional standard. If disclosure is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, PwC shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the Client with prior prompt written notice thereof and, if practicable under the circumstances, allow the Client to seek a restraining order or other appropriate relief.



Our Responsibilities

We will perform the Services in accordance with the Statements on Standards for Tax Services established by the American Institute of Certified Public Accountants. Accordingly, we will not provide an audit or attest opinion or other form of assurance, and we will not verify or audit any information provided to us.

Your Responsibilities

You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables, and it is your responsibility to establish and maintain your internal controls. You will designate a competent member of your management to oversee the Services.

We expect that you will provide timely, accurate and complete information and reasonable assistance, and we will perform the engagement on that basis.

Fees and Expenses

Our fee is based on the time required by our professionals to complete the engagement. Individual hourly rates may vary according to the experience and skill required; standard hourly rates for US tax professionals are included below for your convenience.

Level	Rate per Hour
Partner	\$700 - \$1,050
Managing Director / Director	\$600 - \$900
Manager	\$450 - \$600
Senior Associate	\$300 - \$550
Associate	\$200 - \$400

Amounts billed for services performed by PwC or the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties. Hourly rates may be revised from time to time, and the adjusted rates will be reflected in billings. We also will bill Client for our reasonable out-of-pocket expenses, any applicable sales, use or value added tax, and PwC's internal per ticket charges for booking travel.



Termination and Dispute Resolution

Either party may terminate the Services by giving notice to that effect.

Any unresolved dispute relating in any way to the Services or this engagement letter shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") then in effect. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration panel, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this engagement letter. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the Limitations on Liability provisions below or any other terms in this engagement letter. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. You accept and acknowledge that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date you became aware or should reasonably have become aware of the facts that give rise to our alleged liability and, in any event, no later than two years after the cause of action accrued.

This engagement letter and any dispute relating to the Services will be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Limitations on Liability

Except to the extent finally determined to have resulted from our gross negligence or intentional misconduct, our aggregate liability for all claims, losses, liabilities or damages in connection with this engagement letter or the Services, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of annual fees paid to us for the particular Service giving rise to the liability under this engagement letter. In addition, we will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, we shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by you.

Indemnification

You agree to indemnify and hold PwC and the Beneficiaries (defined below) harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or deliverables under this engagement letter, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or deliverables.

Other PricewaterhouseCoopers Firms and Subcontractors

PwC is the U.S. firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of and/or subcontract to its subsidiaries, the Other PwC Firms and/or third party contractors and subcontractors, in each case within or outside of the United States (each, a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Client agrees that PwC may provide information PwC



receives in connection with this engagement letter to the PwC Subcontractors for such purposes. PwC will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors) and for the protection of the information provided to the PwC Subcontractors. The PwC Subcontractors and theirs and PwC's respective partners, principals or employees (collectively, the "Beneficiaries") shall have no liability or obligations arising out of this engagement letter. Client agrees to: (a) bring any claim or other legal proceeding of any nature arising from the Services against PwC and not against the Beneficiaries; and (b) ensure or procure that the Subsidiaries do not assert any such claim or other legal proceeding against PwC or the Beneficiaries. If any of the Subsidiaries receive Services under this engagement letter, Client agrees to provide a copy of this engagement letter to such Subsidiaries, and Client will notify them that although the Beneficiaries may interact with them, the delivery of the Services is governed by the terms of this engagement letter (including the liability limitations herein), and Client's Subsidiaries should notify Client of any disputes or potential claims arising from the Services. PwC disclaims any contractual or other responsibility or duty of care to any other subsidiaries or affiliates. While PwC is entering into this engagement letter on its own behalf, this section also is intended for the benefit of the Beneficiaries.

Consents to Disclose Client Information

Notwithstanding anything to the contrary in this engagement letter, Client agrees that PwC may disclose Client's current and/or prior years' tax return information to PwC Subcontractors within or outside the United States for the purposes described above. Client authorizes PwC to participate in discussions with and to disclose your information, including your tax return information, to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct. The foregoing consents are valid until further notice by Client. Client may request in writing a more limited disclosure than the foregoing.

Regulatory Matters

Notwithstanding anything to the contrary in this engagement letter, you have no obligation of confidentiality with respect to any portion of any materials, advice or deliverables to the extent they concern the tax structure or tax treatment of any transaction. If Client makes a disclosure pursuant to this paragraph, Client will only disclose information directly related to the tax structure or tax treatment of the transaction and Client will (a) provide PwC with the name of the person to whom the disclosure was made and a description of the information and materials disclosed; (b) notify such person that they may not rely upon such information and that PwC has no obligation, duty, liability or responsibility to such person; and (c) use commercially reasonable efforts to obtain an executed third party access letter from such person, as determined by PwC, other than Client's professional advisors. For purposes of this paragraph, professional advisors do not include any advisors that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities, or who may obtain a financial interest in Client in connection with any advice related to the Services.

Codification of Economic Substance

Federal law (IRC Section 6662(b)) subjects taxpayers to a strict liability penalty equal to 40% (or 20% if adequately disclosed in a tax return) of any underpayment of tax attributable to that portion of a transaction which is determined to lack economic substance under IRC Section 7701(o) or fails to satisfy any other similar rule of law. The higher penalty will be due if the transaction that is determined to lack economic substance is not



"adequately disclosed" in the taxpayer's return; therefore, it is important that you advise your tax return preparers of transactions to which this penalty provision might apply, recognizing that no guidance has yet been issued on the substantive aspects of the codified economic substance doctrine. Penalties can also be imposed by states to the extent that state laws have adopted similar provisions.

To the extent that we provide any advice with respect to the potential impact of the economic substance doctrine included in IRC Section 7701(o) or similar state provisions or any related penalties that might be imposed, such advice rendered as part of our Services will be based on applicable case law, reasonable interpretation of legislation and available guidance. Under IRC Section 6664(c), no exceptions (including the reasonable cause exception) to the imposition of such penalties are available and therefore no advice will protect you from any such penalties. Therefore, PwC shall not be liable for any federal or state penalties imposed on you if any portion of a transaction is determined to lack economic substance or fails to satisfy any similar rule of law or if the disclosure of such transaction is determined to be inadequate.

Written Advice

The content of any written advice to be provided during this engagement is limited to the matters specifically addressed therein, and does not address any other potential tax consequences, including the potential application of tax penalties to any matter. If you request assistance on matters outside the scope of this engagement, we will discuss with you the corresponding scope and fees for such work.

Our advice is not binding upon any taxing authority or the courts and there is no assurance that any relevant taxing authority will not successfully assert a contrary position. You acknowledge that your ability to use our advice for purposes of demonstrating reasonable cause with respect to any tax penalties is based on a variety of factors, and that there can be no guarantee that our advice alone will provide such protection. Furthermore, all advice, including drafts and oral advice, relating to the subject matter of this engagement provided prior to our final written deliverable is preliminary in nature and is not intended to constitute our final advice regarding the matters or transactions to which the written advice relates.

Tax Return Disclosure and Tax Advisor Listing Requirements

Certain federal and state regulations require taxpayers to disclose their participation in certain reportable transactions to the taxing authorities. Client shall advise PwC if Client determines that any matter covered by this engagement letter is a reportable transaction that is required to be disclosed. Certain federal and state regulations also require PwC to submit information returns and maintain lists of certain client engagements if PwC is a material advisor to clients that have participated in a reportable transaction. Therefore, if PwC determines, after consultation with Client, that Client has participated in a transaction causing PwC to have a registration and/or list maintenance obligation, PwC will place Client's name and other required information on a list. PwC will contact Client if PwC is required to provide Client's name to the U.S. Internal Revenue Service or any state in connection with any matter under this engagement letter.

Federal (Internal Revenue Code Section 6694) and State Preparer Standards

Federal law and certain state laws impose obligations on tax return preparers with respect to a position reported on a tax return or claim for refund that does not meet certain standards regarding levels of confidence. If during the course of this engagement we identify a position that does not meet these standards, we will advise you about your penalty exposure and whether you can avoid penalty through



disclosure. If we are preparing the return or claim for refund and it is concluded that disclosure is required, we will prepare the disclosure and provide it to you.

Our work may require consultation with a PwC subject matter specialist to reach and document the level of technical support for the position. We will discuss with you any additional fees that may be incurred as a result of complying with these requirements.

Other Matters

No party to this engagement letter may assign or transfer this engagement letter, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid. If any provision of this engagement letter is found to be unenforceable, the remainder of this engagement letter shall be enforced to the extent permitted by law.

If we perform the Services prior to both parties executing this engagement letter, this engagement letter shall be effective as of the date we began the Services.

Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations in this engagement letter due to causes beyond its reasonable control. If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for Client, Client will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.

You agree we may use your name in experience citations and recruiting materials. This engagement letter supersedes any prior understandings, proposals or agreements with respect to the Services, and any changes must be agreed to in writing.

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this engagement letter.

* * * * *



We are pleased to have the opportunity to provide services to you. If you have any questions about this engagement letter, please discuss them with Bradley Thompson at (216) 875-3062. If the Services and terms outlined in this engagement letter are acceptable, please sign one copy of this engagement letter in the space provided and return it to the undersigned. You may return the signed copy to the undersigned by mail or air courier to 200 Public Square, 19th Floor, Cleveland, OH 44114 or attached as a pdf, jpeg or similar file type to an e-mail to the undersigned at bradley.c.thompson@pwc.com.

Very truly yours,

PricewaterhouseCoopers LLP

By: *Bradley C. Thompson*

Bradley C. Thompson

ACKNOWLEDGED AND AGREED:

Walter Investment Management Corp., on behalf of itself and its Subsidiaries

Signature of client official: *Cynthia J. Glad*

Please print name: Cynthia J. Glad

Title: VP of Tax

Date: December 7, 2017

Exhibit 3

Section 382 Tax Impacts SOW



STATEMENT OF WORK

This Statement of Work ("SOW") dated June 16, 2018 is governed by and subject to the provisions of the engagement letter dated December 7, 2017 (the "Engagement Letter"), the terms of which are incorporated herein, between Ditech Holding Corp. f.k.a Walter Investment Management Corp ("you" or "Client") and PricewaterhouseCoopers LLP ("we" or "us" or "PwC"). The term "Client" in the Engagement Letter shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Engagement Letter. If there is a conflict between the Engagement Letter and the SOW, this SOW shall prevail.

I. PURPOSE AND SCOPE

PwC will assist Ditech with its analysis of the potential tax impact of applying section 382(l)(6) to the restructuring transaction undertaken by the Client in February 2018. Such post-restructuring documentation and support will be prepared by the Client with the advice of PwC and may be provided to auditors and third parties.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

We will prepare a unpopulated model / work plan to assist the Client with calculating its section 382 limitation subsequent to the restructuring assuming the Client elects out of section 382(l)(5) thus causing section 382(l)(6) to apply. This model / work plan will also include calculations of any Net Unrealized Built in Gain or Loss ("NUBIG" or "NUBIL"), and any Recognized Built in Gain or Loss ("RBIG" or "RBIL") that may exist at the time of the restructuring. Finally, this model will include footnotes and comments explaining the relevant laws and the key inputs to the model.

We will also provide additional post-restructuring documentation and support as requested by Ditech or its auditors including, but not limited to: (i) detailed technical review of all section 382(l)(6) documentation prepared by the client; (ii) participation in conference calls and / or meetings with the Client and its auditors to discuss the section 382(l)(6) analysis and calculation.

2.2 Additional provisions applicable to the Services:

2.3 Deliverables:

Documentation of work performed in the form of models, notes/memos, or other means of delivery as requested by the Company.

2.4 Client's Responsibilities:

Client will provide timely, accurate and complete information and reasonable assistance, and we will perform the engagement on that basis.



2.5 Timing

The timing of the Services will begin at the time of any such request for Services, or as mutually agreed upon by Ditech and PwC at the time of such request for Services.

III. RESOURCES ASSIGNED

The PwC personnel assigned to provide Services and deliverables under this SOW are as follows:

Julie Allen	NTS M&A Partner
Brad Thompson	M&A Partner
Olivia Orobona	NTS M&A Director
Brian Corrigan	M&A Director

*Additional staff and other subject matter specialists as needed

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses

Fees are based on the time required by PwC professionals to complete the engagements. We will seek additional approval to the extent fees exceed \$40,000.

Further procedures may be mutually agreed upon and will be subject to our standard hourly rates.

Amounts billed for services performed by PwC or the PwC subcontractors (defined in the Engagement Letter) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill, and other factors.

4.2 Payment Terms

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due on presentation and expected to be received within 15 days of the invoice date.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the date first above written.

PricewaterhouseCoopers LLP

Ditech Holding Corp.

By: Bradley C. Thompson

By: Cynthia J. Glad

Name/Title:

Name/Title:

Bradley C. Thompson/Partner

Cynthia J. Glad/DHC VP of Tax



Date:

7/30/18

Date:

Exhibit 4

Recurring Tax Services Engagement Letter



December 4, 2018

Ms. Cynthia J. Glad
Vice President of Tax
Ditech Holding Corporation
345 St. Peter Street
St. Paul, MN 55102

Dear Ms. Glad:

This engagement letter confirms that Ditech Holding Corporation ("Ditech", "DHC", "you" or "Client") has engaged PricewaterhouseCoopers LLP ("we" or "us" or "PwC") to provide the services described below. Client may procure services under this engagement letter for itself and for those of its consolidated subsidiaries or affiliates that Client binds to this engagement letter by its signature or which separately agree to the provisions of this engagement letter (collectively, the "Subsidiaries").

Scope of Our Services

You are engaging us to provide the following services (the "Services"):

Recurring Tax Services

From time to time, Client may request PwC to provide services that may not be significant enough to require a separate engagement letter. Subject to our acceptance, PwC will provide such services necessary to respond to matters presented to PwC by Client, or matters PwC brings to the attention of Client for which Client agrees PwC should provide assistance. The following illustrates the nature of the services intended to be covered by this engagement letter:

- We will provide advice, answers to questions on federal, state and local, and international tax matters, including research, discussions, preparation of memoranda, and attendance at meetings relating to such matters, as mutually determined to be necessary.
- We will provide advice and/or assistance with respect to matters involving the Internal Revenue Service ("IRS") or other tax authorities on an as-needed or as-requested basis.

These examples are not meant to limit the services we may provide to Client under the terms of this engagement letter. All services and deliverables provided hereunder are subject to your review and approval. We will keep you fully apprised of the nature of any services we are providing under this section. All related periodic billings (see discussion below) will describe the services rendered during the period.

Use of PwC Technology

Certain internet based PwC Technology may be made available to you during our engagement as a convenience to support PwC's provision of Services to you. PwC Technology that may be provided to you include PwC's proprietary collaboration tools, software, databases, portals and platforms, all related documentation, as well as any modifications, derivatives or enhancements to them (collectively "PwC Technology"). Should you elect to use such PwC Technology, you understand that access to the PwC Technology is provided 'as is' without any express or implied warranties. Client must inform Client's PwC team of the names of the Client personnel whom the Client authorizes to access and use the PwC Technology on Client's behalf (the "Client Users"). Client shall not give access to the PwC Technology to any third party, including, without limitation, to any third party consultants, contractors, or other persons who are not active employees of Client, without specific written authorization from PwC, PwC having been advised by Client that such persons are not active employees of Client. Any such third party expressly authorized by PwC in writing shall be deemed a "Client User" for purposes of this engagement letter. You will remain responsible for promptly notifying PwC of any changes to the list of Client Users who are authorized to access the PwC Technology, as well as the access rights relating to your information for each Client User. You shall remain responsible for all use and access of the PwC Technology by Client Users. Any access credentials issued by PwC are unique to each Client User and must not be shared, even between Client Users.

The information available to you on or through the PwC Technology during an engagement shall be information relating to the performance and delivery of the relevant Services and deliverables, and if applicable, information relating to the twelve (12) month period preceding such relevant Services and deliverables. PwC Technology is not designed or intended to form part of your permanent records, and you are responsible for making and separately maintaining copies of any records stored on the PwC Technology that may be needed by you.

PwC Technology and all materials related to it (including the underlying technology, user interface, algorithm, process, functionality etc.), are confidential and proprietary to PwC. As between the parties, PwC is and shall remain the sole owner of all rights, title and interests therein and thereto (but excluding any information or other content you place in the PwC Technology). You (and any permitted Client Users) may only use the PwC Technology to access, share and view certain information in connection with your receipt of Services, and other than the foregoing permission, no express or implied right or license is granted. Your access to the PwC Technology shall end at the conclusion of the applicable Services. You shall not (and shall not allow any Client User to) misappropriate or infringe any of PwC's rights in PwC Technology, or otherwise do anything that you are not expressly permitted to do under this engagement letter, or which would interfere with PwC's rights to such PwC Technology. PwC reserves the right, at its discretion, to change or discontinue the offerings, content, information, functionality and availability of the PwC Technology.

Ownership and Use

We are providing these Services and deliverables solely for your use and benefit and pursuant to a client relationship exclusively with you. We disclaim any contractual or other responsibility or duty of care to others based upon these Services or upon any deliverables or advice we provide.

You will own all tangible written material prepared for and delivered to you under this engagement letter, except as follows: we own our working papers, preexisting materials and any general skills, know-how,

processes, or other intellectual property (including a non-client specific version of any deliverables) which we may have discovered or created as a result of the Services. You have a nonexclusive, non-transferable license to use such materials included in the deliverables for your own use as part of such deliverables.

In addition to deliverables, we may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist us with an engagement. If we make these available to you, they are provided "as is" and your use of these materials is at your own risk.

Confidentiality

"Confidential Information" means non-public information that Client marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information which (i) is rightfully known to PwC prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by PwC without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by PwC from a non-party. PwC will protect the confidentiality of Confidential Information that it receives, except as required by applicable law, statute, rule, regulation or professional standard. If disclosure is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, PwC shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the Client with prior prompt written notice thereof and, if practicable under the circumstances, allow the Client to seek a restraining order or other appropriate relief.

Our Responsibilities

We will perform the Services in accordance with the Statements on Standards for Tax Services established by the American Institute of Certified Public Accountants. Accordingly, we will not provide an audit or attest opinion or other form of assurance, and we will not verify or audit any information provided to us.

Your Responsibilities

To facilitate our work, you will need to provide the following assistance:

You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables, and it is your responsibility to establish and maintain your internal controls. You will designate a competent member of your management to oversee the Services.

We expect that you will provide timely, accurate and complete information and reasonable assistance, and we will perform the engagement on that basis.

Fees and Expenses

Our fee is based on the time required by our professionals to complete the engagement. Amounts billed for services performed by PwC or the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties. Hourly rates may be revised from time to time, and the adjusted rates will be reflected in billings.

On average, these hourly rates are currently as follows:

Partner / Principal	\$700
Director	\$575
Manager	\$440
Senior Associate	\$350
Associate	\$270

We also will bill Client for our reasonable out-of-pocket expenses, any applicable sales, use or value added tax, and PwC's internal per ticket charges for booking travel.

The amount of our fee is based on the assumption that we will receive the information and assistance as detailed throughout this engagement letter. In the event we believe an additional fee is required as the result of the failure of Client to meet any of these requests or for any other reason, we will inform you promptly.

Payment Schedule

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due on presentation and expected to be received within 15 days of the invoice date.

Termination and Dispute Resolution

This engagement letter has a term of one year. Either party may terminate the Services by giving notice to that effect. Any provisions of this engagement letter which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties.

Any unresolved dispute relating in any way to the Services or this engagement letter shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") then in effect. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The

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arbitration panel, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this engagement letter. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the Limitations on Liability provisions below or any other terms in this engagement letter. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. You accept and acknowledge that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date you became aware or should reasonably have become aware of the facts that give rise to our alleged liability and, in any event, no later than two years after the cause of action accrued.

This engagement letter and any dispute relating to the Services will be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Limitations on Liability

Except to the extent finally determined to have resulted from our gross negligence or intentional misconduct, our aggregate liability for all claims, losses, liabilities or damages in connection with this engagement letter or the Services, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of annual fees paid to us for the particular Service giving rise to the liability under this engagement letter. In addition, we will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, we shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by you.

Indemnification

You agree to indemnify and hold PwC and the Beneficiaries (defined below) harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or deliverables under this engagement letter, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or deliverables.

Other PricewaterhouseCoopers Firms and Subcontractors

PwC is the U.S. firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of and/or subcontract to its subsidiaries, the Other PwC Firms and/or third party contractors and subcontractors, in each case within or outside of the United States (each, a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Client agrees that PwC may provide information PwC receives in connection with this engagement letter to the PwC Subcontractors for such purposes. PwC will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors) and for the protection of the information provided to the PwC Subcontractors. The PwC Subcontractors and theirs and PwC's respective partners, principals or employees (collectively, the "Beneficiaries") shall have no liability or obligations arising out of this engagement letter. Client agrees to: (a) bring any claim or other legal proceeding of any nature arising from the Services against PwC and not against the Beneficiaries; and (b) ensure or procure

that the Subsidiaries do not assert any such claim or other legal proceeding against PwC or the Beneficiaries. If any of the Subsidiaries receive Services under this engagement letter, Client agrees to provide a copy of this engagement letter to such Subsidiaries, and Client will notify them that although the Beneficiaries may interact with them, the delivery of the Services is governed by the terms of this engagement letter (including the liability limitations herein), and Client's Subsidiaries should notify Client of any disputes or potential claims arising from the Services. PwC disclaims any contractual or other responsibility or duty of care to any other subsidiaries or affiliates. While PwC is entering into this engagement letter on its own behalf, this section also is intended for the benefit of the Beneficiaries.

Consents to Disclose Client Information

Notwithstanding anything to the contrary in this engagement letter, Client agrees that PwC may disclose Client's current and/or prior years' tax return information to PwC Subcontractors within or outside the United States for the purposes described above. Client authorizes PwC to participate in discussions with and to disclose your information, including your tax return information, to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

Notwithstanding any other provision of this engagement letter, PwC and the Other PwC Firms may use Confidential Information received hereunder, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. PwC and the Other PwC Firms will not use or disclose the Confidential Information in a way that would permit Client to be identified by third parties without Client's consent.

With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consents are valid until further notice by Client.

Regulatory Matters

Notwithstanding anything to the contrary in this engagement letter, you have no obligation of confidentiality with respect to any portion of any materials, advice or deliverables to the extent they concern the tax structure or tax treatment of any transaction. If Client makes a disclosure pursuant to this paragraph, Client will only disclose information directly related to the tax structure or tax treatment of the transaction and Client will (a) provide PwC with the name of the person to whom the disclosure was made and a description of the information and materials disclosed; (b) notify such person that they may not rely upon such information and that PwC has no obligation, duty, liability or responsibility to such person; and (c) use commercially reasonable efforts to obtain an executed third party access letter from such person, as determined by PwC, other than Client's professional advisors. For purposes of this paragraph, professional advisors do not include any advisors that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities, or who may obtain a financial interest in Client in connection with any advice related to the Services.

Codification of Economic Substance

Federal law (IRC Section 6662(b)) subjects taxpayers to a strict liability penalty equal to 40% (or 20% if adequately disclosed in a tax return) of any underpayment of tax attributable to that portion of a transaction which is determined to lack economic substance under IRC Section 7701(o) or fails to satisfy any other similar rule of law. The higher penalty will be due if the transaction that is determined to lack economic substance is not "adequately disclosed" in the taxpayer's return; therefore, it is important that you advise your tax return preparers of transactions to which this penalty provision might apply, recognizing that no guidance has yet been issued on the substantive aspects of the codified economic substance doctrine. Penalties can also be imposed by states to the extent that state laws have adopted similar provisions.

To the extent that PwC provides any advice with respect to the potential impact of the economic substance doctrine included in IRC Section 7701(o) or similar state provisions or any related penalties that might be imposed, such advice rendered as part of PwC's Services will be based on applicable case law, reasonable interpretation of legislation and available guidance.

In addition, to the extent that PwC provides tax compliance services under this engagement letter, Client is responsible for identifying transactions to which the economic substance doctrine applies and determining whether disclosure should be made, and if so, the adequacy of any disclosure. There is no guidance on the substantive aspects of the codified economic substance doctrine. To the extent that PwC prepares disclosures and/or provide any advice with respect to Client's determination of the economic substance of a transaction and any related penalties that might be imposed, such disclosures prepared and/or advice rendered as part of PwC's Services will be based on applicable case law, reasonable interpretation of legislation and available guidance. The strict liability penalty is not affected by whether the position taken on the return meets standards regarding levels of confidence.

Under IRC Section 6664(c), no exceptions (including the reasonable cause exception) to the imposition of such penalties are available and therefore no advice will protect Client from any such penalties. Therefore, PwC shall not be liable for any federal or state penalties imposed on Client if any portion of a transaction is determined to lack economic substance or fails to satisfy any similar rule of law or if the disclosure of such transaction is determined to be inadequate.

Written Advice

The content of the written advice to be provided during the provision of Services is limited to the matters specifically addressed therein, and does not address any other potential tax consequences, including the potential application of tax penalties to any matter. PwC's advice is not binding upon any taxing authority or the courts and there is no assurance that any relevant taxing authority will not successfully assert a contrary position. Client acknowledges that its ability to use PwC's advice for purposes of demonstrating reasonable cause with respect to any tax penalties is based on a variety of factors, and that there can be no guarantee that PwC's advice alone will provide such protection. Furthermore, all advice, including drafts and oral advice, relating to the subject matter of an engagement provided prior to PwC's final written deliverable is preliminary in nature and is not intended to constitute PwC's final advice regarding the matters or transactions to which the written advice relates.

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Tax Return Disclosure and Tax Advisor Listing Requirements

Certain federal and state regulations require taxpayers to disclose their participation in certain reportable transactions to the taxing authorities. Client shall advise PwC if Client determines that any matter covered by this engagement letter is a reportable transaction that is required to be disclosed. Certain federal and state regulations also require PwC to submit information returns and maintain lists of certain client engagements if PwC is a material advisor to clients that have participated in a reportable transaction. Therefore, if PwC determines, after consultation with Client, that Client has participated in a transaction causing PwC to have a registration and/or list maintenance obligation, PwC will place Client's name and other required information on a list. PwC will contact Client if PwC is required to provide Client's name to the U.S. Internal Revenue Service or any state in connection with any matter under this engagement letter.

PCAOB Rule 3522

By requesting that PwC perform Services, Client confirms that no other advisor providing advice or assistance with respect to the subject matter of this engagement letter has imposed any conditions of confidentiality, as defined by Public Company Accounting Oversight Board ("PCAOB") Rule 3522. In addition, Client agrees that if, after PwC begins performing Services under this engagement letter, any other advisor imposes conditions of confidentiality with respect thereto, Client will notify PwC promptly so that PwC can cease work in order to avoid any impairment to independence under PCAOB Rule 3522.

Federal (Internal Revenue Code Section 6694) and State Preparer Standards

Federal law and certain state laws impose obligations on tax return preparers with respect to a position reported on a tax return or claim for refund that does not meet certain standards regarding levels of confidence. If during the course of this engagement we identify a position that does not meet these standards, we will advise you about your penalty exposure and whether you can avoid penalty through disclosure. If we are preparing the return or claim for refund and it is concluded that disclosure is required, we will prepare the disclosure and provide it to you.

Our work may require consultation with a PwC subject matter specialist to reach and document the level of technical support for the position. We will discuss with you any additional fees that may be incurred as a result of complying with these requirements.

Other Matters

No party to this engagement letter may assign or transfer this engagement letter, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid. If any provision of this engagement letter is found to be unenforceable, the remainder of this engagement letter shall be enforced to the extent permitted by law. If we perform the Services prior to both parties executing this engagement letter, this engagement letter shall be effective as of the date we began the Services.

Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations in this engagement letter due to causes beyond its reasonable control. If PwC is requested or

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authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for Client, Client will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.

You agree we may use your name in experience citations and recruiting materials. This engagement letter supersedes any prior understandings, proposals or agreements with respect to the Services, and any changes must be agreed to in writing.

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this engagement letter.

* * * * *

We are pleased to have the opportunity to provide services to you. If you have any questions about this engagement letter, please discuss them with me at 202-257-3857. If you have reviewed this engagement letter in its entirety and the Services and terms outlined in the engagement letter are acceptable to you, please sign and date the engagement letter as provided and return it to the undersigned as requested.

Very truly yours,

PricewaterhouseCoopers LLP

By: Leigh Hayes

Leigh S Hayes, Partner

ACKNOWLEDGED AND AGREED:

Ditech Holding Corporation, on behalf of itself and its Subsidiaries

Signature of client official: Cynthia J. Glad

Please print name: Cynthia J. Glad

Title: VP of Tax

Date: 12/5/18

Exhibit 5

Tax Provision Services Engagement Letter



January 8, 2019

Cynthia J. Glad,
Vice President of Tax
Ditech Holding Corp.
345 St. Peter Street
St. Paul, MN 55102

Dear Ms. Glad:

This engagement letter confirms that Ditech Holding Corp. ("you" or "Client") has engaged PricewaterhouseCoopers LLP ("we" or "us" or "PwC") to provide the services described below. Client may procure services under this engagement letter for itself and for those of its consolidated subsidiaries or affiliates that Client binds to this engagement letter by its signature or which separately agree to the provisions of this engagement letter (collectively, the "Subsidiaries").

Scope of Our Services

You are engaging us to provide the following services (the "Services"):

- Assist management with the review of the year-end 2018 and 2019 quarterly valuation allowance computations
- Assist management with the review of the 2018 year-end and 2019 quarterly tax provision calculations based on a mutually agreed upon scope inclusive of considerations related to the Company's bankruptcy, fresh-start accounting, and accounting for the impact of tax law changes.

Our services performed during this engagement will be guided by the principles of Accounting Standards Codification (ASC) 740, "Income Taxes" and other relevant accounting literature or regulatory guidance. We will not be rendering an opinion or providing advice with respect to specific technical accounting, disclosure or regulatory questions. All such advice or guidance will be provided by Client in coordination with Ernst & Young, LLP, and therefore relied upon by PwC in performing this engagement. Similarly, we will not be rendering an opinion in relation to Client's internal controls.

By acceptance of this engagement letter, you agree to designate a member of management who possesses the skill, knowledge, and experience necessary to oversee our services and to understand our deliverables for the purpose of management's consideration and use of those deliverables in the company's preparation of the tax accrual. You also agree to promptly notify your independent auditing firm of our engagement and arrange a meeting (if necessary) with appropriate members of the independent auditing engagement team so that we can agree upon expectations before commencing our service. During this meeting, we expect to discuss Client's significant accounting policies, address any issues relating to the information we will need to perform the engagement, discuss any historical information particular to Client that will assist us with the engagement and preliminarily identify accounting principles that may require interpretation or judgment.



PwC's services and deliverables will NOT include assisting Client with the following:

- Review of the return to accrual reconciliation;
- Review roll-forward of balance sheet accounts (provisions/benefits, payments, refunds, true-ups, changes in any tax reserve, etc.) and review of selected items for agreement to the general ledger;
- Review activity in balance sheet tax accounts;
- Review calculation of temporary book/tax differences except as specifically requested on an issue by issue basis;
- Review state adjustments and apportionment;
- Review impact of any foreign operations, FTC, income inclusions, and other tax-related calculations on the worldwide tax accrual;
- Review jurisdictional (foreign and state) taxable income and tax provision calculations including tax rates used in computing foreign and state taxes;
- Review jurisdictional current and deferred liabilities including schedule of deferred tax assets and liabilities;
- Review of draft footnotes or other disclosures.
- Analysis of the income tax consequences of bankruptcy or subsequent emergence from bankruptcy, including the income tax consequences resulting from a change in ownership or cancellation of indebtedness
- Transaction cost analysis
- Document uncertain tax positions

PwC will not provide any advice or analysis with respect to the potential impact of the economic substance doctrine included in Internal Revenue Code 7701(o) or similar state provision to any transaction. Any services requested by you, or proposed by PwC, concerning the potential impact of the economic substance doctrine will be provided under a separate engagement letter.

PwC will not provide any advice or analysis with respect to the European Commission developments concerning state aid ("EU state aid"). Any tax services requested by you, or proposed by PwC, concerning EU state aid matters will be provided under a separate engagement letter.

Unless otherwise agreed, Client will be responsible for the review of the tax accruals for any individual entities in foreign jurisdictions in which Client operates. To the extent Client requests that an Other PwC Firm (defined below) in a foreign jurisdiction assists with reviewing the tax accrual in a particular jurisdiction, this will be viewed as a separate engagement with the Other PwC Firm. We will work with Client and the Other PwC Firm to arrange mutually acceptable terms for such an engagement.



Use of PwC Technology

Certain internet based PwC Technology may be made available to you during our engagement as a convenience to support PwC's provision of Services to you. PwC Technology that may be provided to you include PwC's proprietary collaboration tools, software, databases, portals and platforms, all related documentation, as well as any modifications, derivatives or enhancements to them (collectively "PwC Technology"). Should you elect to use such PwC Technology, you understand that access to the PwC Technology is provided "as is" without any express or implied warranties. Client must inform Client's PwC team of the names of the Client personnel whom the Client authorizes to access and use the PwC Technology on Client's behalf (the "Client Users"). Client shall not give access to the PwC Technology to any third party, including, without limitation, to any third party consultants, contractors, or other persons who are not active employees of Client, without specific written authorization from PwC, PwC having been advised by Client that such persons are not active employees of Client. Any such third party expressly authorized by PwC in writing shall be deemed a "Client User" for purposes of this engagement letter. You will remain responsible for promptly notifying PwC of any changes to the list of Client Users who are authorized to access the PwC Technology, as well as the access rights relating to your information for each Client User. You shall remain responsible for all use and access of the PwC Technology by Client Users. Any access credentials issued by PwC are unique to each Client User and must not be shared, even between Client Users.

The information available to you on or through the PwC Technology during an engagement shall be information relating to the performance and delivery of the relevant Services and deliverables, and if applicable, information relating to the twelve (12) month period preceding such relevant Services and deliverables. PwC Technology is not designed or intended to form part of your permanent records, and you are responsible for making and separately maintaining copies of any records stored on the PwC Technology that may be needed by you.

PwC Technology and all materials related to it (including the underlying technology, user interface, algorithm, process, functionality etc.), are confidential and proprietary to PwC. As between the parties, PwC is and shall remain the sole owner of all rights, title and interests therein and thereto (but excluding any information or other content you place in the PwC Technology). You (and any permitted Client Users) may only use the PwC Technology to access, share and view certain information in connection with your receipt of Services, and other than the foregoing permission, no express or implied right or license is granted. Your access to the PwC Technology shall end at the conclusion of the applicable Services. You shall not (and shall not allow any Client User to) misappropriate or infringe any of PwC's rights in PwC Technology, or otherwise do anything that you are not expressly permitted to do under this engagement letter, or which would interfere with PwC's rights to such PwC Technology. PwC reserves the right, at its discretion, to change or discontinue the offerings, content, information, functionality and availability of the PwC Technology.

Ownership and Use

We are providing these Services and deliverables solely for your use and benefit and pursuant to a client relationship exclusively with you. We disclaim any contractual or other responsibility or duty of care to others based upon these Services or upon any deliverables or advice we provide.



You will own all tangible written material prepared for and delivered to you under this engagement letter, except as follows: we own our working papers, preexisting materials and any general skills, know-how, processes, or other intellectual property (including a non-client specific version of any deliverables) which we may have discovered or created as a result of the Services. You have a nonexclusive, non-transferable license to use such materials included in the deliverables for your own use as part of such deliverables.

In addition to deliverables, we may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist us with an engagement. If we make these available to you, they are provided "as is" and your use of these materials is at your own risk.

Confidentiality

"Confidential Information" means non-public information that Client marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to fee and expense structure, are considered Confidential Information. Confidential Information does not include any information which (i) is rightfully known to PwC prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by PwC without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by PwC from a non-party. PwC will protect the confidentiality of Confidential Information that it receives, except as required by applicable law, statute, rule, regulation or professional standard. If disclosure is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, PwC shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the Client with prior prompt written notice thereof and, if practicable under the circumstances, allow the Client to seek a restraining order or other appropriate relief.

Our Responsibilities

We will perform the Services in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. Accordingly, we will not provide an audit or attest opinion or other form of assurance, and we will not verify or audit any information provided to us.

Your Responsibilities

Client agrees that it is responsible for the tax account balances and related disclosures ultimately included in its consolidated financial statements. Client also agrees it is responsible for making management decisions and retaining the necessary documentation in support of the accounts and disclosures. You are responsible for establishing and maintaining your internal controls. Client acknowledges that PwC will not be performing any Client internal control functions.

Client recognizes that PwC will rely on certain financial information, representations, assumptions and decisions made by Client management over the course of the engagement.



Client acknowledges that PwC will not be making decisions or providing technical accounting advice with respect to specific questions or matters requiring technical interpretation, or matters requiring accounting judgments, such as:

- Indefinite reinvestment assertions
- Valuation allowance issues
- Judgments and measurements relating to tax reserves or unrecognized tax benefits
- Foreign currency or translation issues
- Determinations of errors or change in estimates
- Accounting method or policy changes
- Intraperiod tax provision allocation
- Other matters not clearly addressed in established guidance

PwC will bring matters requiring such interpretation or judgment to the attention of Client's management as they are identified, for resolution by Client management in appropriate consultation with Client's independent auditing firm.

It is our understanding that these calculations will be prepared by Client personnel. If any changes, corrections or amendments are required as a result of our analysis of the calculations contained in these schedules, Client personnel are responsible for making such changes, corrections or amendments.

Client agrees to provide PwC with a letter of representation outlining the specific items that PwC relied upon in completing this engagement, a sample of which is attached hereto as Exhibit I.

In connection with auditor independence provisions, you have disclosed to PwC the nature of all affiliated relationships, whether established through voting shares, advisory contracts, or otherwise that result in: (a) Client having control over (control, in this context, means possession, direct or indirect, of the power to direct or cause the direction of management and the policies of a person), being under common control with, or being controlled by another company or entity; (b) Client having the ability to exercise significant influence over the operating and financial policies of another company or entity which is material to Client; or (c) another company or entity having the ability to exercise significant influence over the operating and financial policies of Client (and Client is material to that other company or entity). If, during the course of this engagement, circumstances arise that affect the aforementioned disclosures, including new investment transactions that result in affiliated relationships, you will promptly notify PwC. You understand that such circumstances may raise auditor independence considerations which, in turn, could impose upon PwC additional professional and regulatory responsibilities or reporting obligations to parties in addition to Client, affect certain undertakings described herein, and/or require changes to the scope of services remaining to be completed.



Information Request

To facilitate PwC's work, you will need to provide the necessary documents as requested by PwC before a mutually agreed upon date.

Timing of Engagement

We will endeavor to complete our services by an agreed upon date prior to the commencement of this engagement.

In the event the agreed upon timetable requires that Client provide us with necessary information or other assistance within a specified period of time, the failure to provide this assistance in a timely manner may require an adjustment to our completion date. In addition, in the event unforeseen circumstances occur that impact our ability to meet the agreed-upon completion date, we will contact Client immediately to discuss an acceptable revised completion date.

Fees and Expenses

Our fee is based on the time required by our professionals to complete the engagement. Amounts billed for services performed by PwC or the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties. Hourly rates may be revised from time to time, and the adjusted rates will be reflected in billings.

Partner / Principal	\$700 - \$1,050
Managing Director	\$600 - \$900
Director	\$500 - \$700
Manager	\$450 - \$600
Senior Associate	\$300 - \$550
Associate and other staff	\$200 - \$400

We also will bill Client for our reasonable out-of-pocket expenses, any applicable sales, use, excise, or value added tax, and PwC's internal per ticket charges for booking travel.

The amount of our fee is based on the assumption that we will receive the information and assistance as detailed throughout this engagement letter. In the event we believe an additional fee is required as the result of the failure of Client to meet any of these requests or for any other reason, we will inform you promptly.



Payment Schedule

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due on presentation and expected to be received within 15 days of the invoice date.

Termination and Dispute Resolution

Either party may terminate the Services by giving notice to that effect.

Any unresolved dispute relating in any way to the Services or this engagement letter shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") then in effect. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration panel, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this engagement letter. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the Limitations on Liability provisions below or any other terms in this engagement letter. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. You accept and acknowledge that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date you became aware or should reasonably have become aware of the facts that give rise to our alleged liability and, in any event, no later than two years after the cause of action accrued.

This engagement letter and any dispute relating to the Services will be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Limitations on Liability

Except to the extent finally determined to have resulted from our gross negligence or intentional misconduct, our aggregate liability for all claims, losses, liabilities or damages in connection with this engagement letter or the Services, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of annual fees paid to us for the particular Service giving rise to the liability under this engagement letter. In addition, we will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, we shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by you.

Indemnification

You agree to indemnify and hold PwC and the PwC Parties (defined below) harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or deliverables under this engagement letter, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or deliverables.



Other PricewaterhouseCoopers Firms and Subcontractors

PwC is the U.S. firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of and/or subcontract to its subsidiaries, the Other PwC Firms and/or third party contractors and subcontractors, in each case within or outside of the United States (each, a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Client agrees that PwC may provide information PwC receives in connection with this engagement letter to the PwC Subcontractors for such purposes. PwC will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors) and for the protection of the information provided to the PwC Subcontractors. The PwC Subcontractors and theirs and PwC's respective partners, principals or employees (collectively, the "Beneficiaries") shall have no liability or obligations arising out of this engagement letter. Client agrees to: (a) bring any claim or other legal proceeding of any nature arising from the Services against PwC and not against the Beneficiaries; and (b) ensure or procure that the Subsidiaries do not assert any such claim or other legal proceeding against PwC or the Beneficiaries. If any of the Subsidiaries receive Services under this engagement letter, Client agrees to provide a copy of this engagement letter to such Subsidiaries, and Client will notify them that although the Beneficiaries may interact with them, the delivery of the Services is governed by the terms of this engagement letter (including the liability limitations herein), and Client's Subsidiaries should notify Client of any disputes or potential claims arising from the Services. PwC disclaims any contractual or other responsibility or duty of care to any other subsidiaries or affiliates. While PwC is entering into this engagement letter on its own behalf, this section also is intended for the benefit of the Beneficiaries.

Consents to Disclose and Use Client Information

Notwithstanding anything to the contrary in this engagement letter, Client agrees that PwC may disclose Client's current and/or prior years' tax return information to PwC Subcontractors within or outside the United States for the purposes described above. Client authorizes PwC to participate in discussions with and to disclose your information, including your tax return information, to your agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as you may direct.

Notwithstanding any other provision of this engagement letter, PwC and the Other PwC Firms may use Confidential Information received hereunder, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. PwC and the Other PwC Firms will not use or disclose the Confidential Information in a way that would permit Client to be identified by third parties without Client's consent.

With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consents are valid until further notice by Client.



Regulatory Matters

Notwithstanding anything to the contrary in this engagement letter, you have no obligation of confidentiality with respect to any portion of any materials, advice or deliverables to the extent they concern the tax structure or tax treatment of any transaction. If Client makes a disclosure pursuant to this paragraph, Client will only disclose information directly related to the tax structure or tax treatment of the transaction and Client will (a) provide PwC with the name of the person to whom the disclosure was made and a description of the information and materials disclosed; (b) notify such person that they may not rely upon such information and that PwC has no obligation, duty, liability or responsibility to such person; and (c) use commercially reasonable efforts to obtain an executed third party access letter from such person, as determined by PwC, other than Client's professional advisors. For purposes of this paragraph, professional advisors do not include any advisors that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any advice related to the Services.

Tax Advice

PwC's services in this engagement do not include, and are not intended to constitute, tax advice and, therefore, are not subject to Treasury Department Circular 230 and/or Internal Revenue Code § 6694. Any services requested by Client, or proposed by PwC, that would constitute tax advice will be provided under a separate engagement letter including appropriate Terms and Conditions.

Other Matters

No party to this engagement letter may assign or transfer this engagement letter, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid. If any provision of this engagement letter is found to be unenforceable, the remainder of this engagement letter shall be enforced to the extent permitted by law. If we perform the Services prior to both parties executing this engagement letter, this engagement letter shall be effective as of the date we began the Services.

Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations in this engagement letter due to causes beyond its reasonable control. If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for Client, Client will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.

You agree we may use your name in experience citations and recruiting materials. This engagement letter supersedes any prior understandings, proposals or agreements with respect to the Services, and any changes must be agreed to in writing.

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this engagement letter.



* * * * *

We are pleased to have the opportunity to provide services to you. If you have any questions about this engagement letter, please discuss them with me at the number below. If you have reviewed this engagement letter in its entirety and the Services and terms outlined in the engagement letter are acceptable to you, please sign and date the engagement letter as provided and return it to the undersigned as requested.

Very truly yours,

PricewaterhouseCoopers LLP

By:

A handwritten signature in black ink, reading "Leigh Hayes", written over a horizontal line.

Leigh Hayes, Partner
(202) 257-3857

Attachments:

Exhibit I - Tax Provision Services Representation Letter



ACKNOWLEDGED AND AGREED:

Ditech Holding Corp., on behalf of itself and its Subsidiaries

Signature of client official:

Cynthia J. Glad

Name:

Cynthia J. Glad

Date:

January 8, 2019

Exhibit I

January 8, 2019

Dear Ms. Leigh Hayes,

**Representations by Ditech Holding Corp. Management Related to the Services
Provided by PricewaterhouseCoopers LLP in Assisting Ditech Holding Corp. in
Review of its 2018 Year-end Income Tax Accrual and 2019 Quarterly Income Tax
Accruals**

Ditech Holding Corp. (hereinafter Ditech Holding Corp. or the "company") has engaged PricewaterhouseCoopers LLP (hereinafter "PwC") to assist the company in performing a review of Ditech Holding Corp. 2018 year-end and 2019 quarterly income tax accruals (the "tax accrual"). In connection with this engagement, Ditech Holding Corp. recognizes that PwC has relied on certain financial information, representations, assumptions and decisions made by Ditech Holding Corp. management over the course of the engagement to provide its services with respect to the accrual.

Ditech Holding Corp. further recognizes that this tax accrual services engagement was limited to assistance relating to the review of the calculation of the accrual, the application of income tax accounting principles, and assistance in helping to identify nonrecurring transactions as well as areas of complexity or judgment. Ditech Holding Corp. agrees that the accounting treatment and disclosure considerations associated with any issues identified by PwC as part of this engagement should be discussed with the company's independent auditor. It is further understood by management that PwC has not provided accounting advice and has not expressed an opinion on the appropriate financial statement treatment of any such matters. All such advice or guidance was provided by Ditech Holding Corp. in coordination with Ernst & Young, LLP, and therefore relied upon by PwC in performing this engagement.

In connection with the foregoing, management hereby certifies that to the best of its knowledge and belief, all of the representations enumerated below are true, correct and complete in all material respects.

- (1) Management assumes full responsibility for the tax accrual calculations, inclusive of the use or reliance upon any deliverables prepared by PwC.
- (2) Cynthia J. Glad possessed suitable skill, knowledge and experience to have overseen the services rendered by PwC and to understand our deliverables for the purpose of management's consideration and use of those deliverables in the company's preparation of the tax accrual.
- (3) Management has made all relevant judgments and performed all management functions required in connection with this engagement and its preparation of the tax accrual.
- (4) Management understands, has evaluated and agrees with the adequacy and the results of the PwC services performed pursuant to this engagement.
- (5) Management has established and maintains adequate and effective internal controls and monitors ongoing activities which have, or could have, impacted its calculation of the tax accrual.
- (6) Management agrees that PwC did not provide any tax advice or services relating to the analysis or review of the Company's tax posture and filing positions as part of this engagement.

(7) Management understands that PwC has materially relied on the financial information, representations, assumptions and decisions provided by management in performing its services and has not independently verified any such items. Management understands and acknowledges that if any one of these facts, data, assumptions, representations, or decisions was not true, accurate, or complete in all material respects, the results of PwC's services and deliverables could be changed significantly.

(8) Management agrees that PwC has not provided any services relating to the review of the foreign tax accrual. Foreign tax accrual calculations include the calculation of current and deferred foreign tax expense, foreign taxes payable and deferred asset and liability position. The foreign tax accrual information provided by Ditech Holding Corp. is included in the consolidated tax accrual calculation without review or verification of the accuracy of the information by PwC.

(9) Management agrees that PwC has not provided any services relating to the review of state tax rates. The state tax rate information provided by Ditech Holding Corp. is included in the consolidated tax accrual calculation without review or verification of the accuracy of the information by PwC.

(10) Management agrees that PwC has not provided any services relating to the company's preparation of the footnote language or any other financial statement disclosures.

Acknowledgement

Cynthia J. Glad

1/8/19

Cynthia J. Glad
Vice President of Tax
Ditech Holding Corp.

Date

Exhibit 6

MSA

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”), dated February 8, 2019 (the “Effective Date”), is between PricewaterhouseCoopers LLP, a Delaware limited liability partnership, with offices at 300 Madison Avenue, New York, New York 10017, and Ditech Holding Corporate, a Maryland corporation, with offices at 1100 Virginia Drive Suite 100, Fort Washington, Pennsylvania 19034 (“Client”).

1. Scope of Agreement and Services.

(a) This Agreement describes the process by which Client may engage PricewaterhouseCoopers LLP or PricewaterhouseCoopers Advisory Services LLC, a Delaware limited liability company (each, a “PwC Signatory”) to perform professional services as described in an SOW (defined below) (the “Services”), and sets out the terms and conditions applicable to those Services. Notwithstanding any provision to the contrary contained herein, the following are not within the definition of “Services” and are not covered by this Agreement: (i) independent audit, attestation and other assurance services; (ii) managed services, reselling or hosting services; (iii) staff augmentation services; and (iv) secondments. Each executed SOW constitutes a separate agreement between the parties thereto and references to “PwC” in this Agreement and any SOW shall mean the particular PwC Signatory executing such SOW.

(b) PwC will perform such Services as agreed in one or more statements of work issued under this Agreement, a form of which is attached hereto as Exhibit A (“Statement of Work” or “SOW”). Each SOW will describe the Services to be performed, the expected schedule for performance, the amounts that Client will pay for those Services and any other relevant information. PwC is not required to perform services that are inconsistent with the scope of Services or terms and conditions set forth in this Agreement and/or the relevant SOW. Either party may request changes to the scope of Services or terms and conditions set forth in this Agreement and/or the relevant SOW. To be effective, such change must be agreed in a writing and signed by both parties. This Agreement does not obligate either party to enter into any SOW. If there is a conflict between the terms contained in the main body of this Agreement, any Exhibit and/or an SOW, the following order of precedence shall apply: (i) the SOW; (ii) the applicable Exhibit; and then (iii) the main body of this Agreement. If PwC commenced Services prior to execution of this Agreement or a particular SOW, the terms of this Agreement and the relevant SOW shall govern such Services.

(c) The provisions of Exhibit B hereto shall apply to any tax-related Services. The provisions of Exhibit C, and the applicable provisions of Exhibit B, shall apply to any Transaction Services and Accounting Advisory Services (including those which are tax related), as those Services are defined in Exhibit C. The provisions of Exhibit D hereto shall apply to any Implementation Services, as those Services are defined in Exhibit D.

2. Deliverables.

(a) Ownership and License. Client will own each particular physical copy of the Materials (as defined below) prepared for and delivered to Client under this Agreement that are identified as a “Deliverable” (collectively, the “Deliverables”) in the relevant SOW. PwC shall own all intellectual property rights in and to the Deliverables and any other Materials (as defined below) that PwC, the PwC Subcontractors (as defined below), or their respective personnel may make, conceive, develop, or create during or as a result of the Services, including PwC’s working papers (the “Work Product”). Each party will continue to own Materials made, conceived, developed, or created by or for such party independent from, or prior to commencement of, the performance of Services under the applicable SOW and any intellectual property rights therein (collectively, the applicable party’s “Background Materials”). Subject to Client’s compliance with the terms of this Agreement and the relevant SOW, PwC grants to Client under PwC’s intellectual property rights a non-exclusive, non-transferable license to use the Deliverables and Work Product delivered to Client for Client’s internal business purposes only. For the avoidance of doubt, neither the Work Product nor PwC’s Background Materials include Client’s Confidential Information (as defined below) or Client’s Background Materials, both of which shall remain the sole and exclusive property of Client. As used herein, “Materials” means information, know-how, data and other technology, including works of authorship and other creations and ideas, databases, compilations, inventions, developments,

software, firmware, and other computer programs (in source code, object code or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware.

(b) Use and Disclosure.

(i) PwC provides the Services and the Deliverables, Work Product and PwC's Background Materials solely for Client's internal use and benefit, and not for any other person or entity's use, benefit or reliance, and PwC disclaims any contractual or other responsibility, liability or duty of care to any other person or entity based upon the Services, Deliverables, Work Product or PwC's Background Materials. Except as described in this Section, Client shall not discuss the Services with, or disclose the Deliverables, Work Product or PwC's Background Materials to, any third party without PwC's prior written consent. Client may disclose Deliverables to, or discuss information relating to the Services with, Client's third-party professional advisors (including subcontractors, accountants, auditors, attorneys, financial and other advisors) that are acting solely for Client's benefit and on Client's behalf and that have a need to know such information in order to provide advice or services to Client (collectively, "Third-Party Professional Advisors"), provided that such Third-Party Professional Advisors agree: (i) that PwC did not perform the Services or prepare Deliverables for such Third-Party Professional Advisors' use, benefit or reliance, and that PwC assumes no duty, liability or responsibility to such Third-Party Professional Advisors; and (ii) not to disclose the Services or Deliverables to any other party without PwC's prior written consent. Notwithstanding the foregoing, PwC's prior written consent (which consent will include the requirement to enter into an access letter in PwC's standard form) shall be required if Client wishes to disclose the Deliverables or discuss the Services with any person or entity that is not a Third-Party Professional Advisor. For the avoidance of doubt, Third-Party Professional Advisors do not include any parties that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any transaction that is the subject of the Services or any parties that have or may obtain a financial interest in Client or an anticipated transaction.

(ii) Client may disclose any Deliverables that do not contain PwC's name or other information that could identify PwC as the source (either because PwC provided a Deliverable without identifying information or because Client subsequently removed it) to any third party if Client first accepts and represents them as its own and makes no reference to PwC in connection with such Deliverable.

(c) Oral Advice and Draft Deliverables. Client may rely only on final written Deliverables and not on oral advice, draft Deliverables or other information provided by PwC. Upon Client's request, PwC will confirm oral advice in a Deliverable on which Client may rely.

(d) Other Materials. PwC may provide or otherwise make available certain Materials that are not Deliverables, including spreadsheets and hosted web-based, data analytics, internet, cloud, visualization or other tools or software used to provide the Services or deliver the Deliverables (collectively, the "PwC Technology"). If PwC Technology is provided or otherwise made available, PwC hereby grants to Client a non-exclusive, non-transferable license to use PwC Technology in accordance with PwC's instructions for Client's internal use and benefit only and solely in connection with and during the term of PwC's performance of the Services under the relevant SOW. PwC Technology is provided on an "as is" and "as-available" basis, and PwC does not represent or warrant that PwC Technology or any content therein will be uninterrupted or error free or that it will provide useful, accurate or specific information or results. PwC Technology is subject to change without notice and PwC may change the functionality of, or suspend or discontinue access to, all or any portion of PwC Technology at any time without notice. PwC Technology and all Materials contained therein are PwC's Confidential Information. PwC Technology and information contained therein are not intended to be Client's permanent records and, unless otherwise agreed in writing, access to PwC Technology and such information terminates upon expiration, completion or termination of the Services under the relevant SOW. PwC will, in its discretion, make data and records that are directly connected with the provision of the Services available to Client via PwC Technology. Client is responsible for separately maintaining copies of any relevant data and records made available through PwC Technology that Client may need. Client will provide PwC with written confirmation (by email or otherwise) of the names and employer email addresses of those users that

Client authorizes to access and use PwC Technology on Client's behalf (the "Client Users") and Client will promptly notify PwC in writing of any changes thereto. Client shall only authorize Client Users to use and access the PwC Technology in accordance with and subject to the same restrictions set forth above in this Section 2 that apply to Deliverables. Client is responsible and liable for all Client Users' access to PwC Technology. Client shall not (and shall not allow any Client User to) misappropriate, infringe, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how, processes, formulae, methodologies, or other information or any of PwC's rights in PwC Technology, or otherwise use or access PwC Technology other than expressly permitted herein.

3. PwC Responsibilities. PwC will perform the Services in accordance with the relevant standards promulgated by the American Institute of Certified Public Accountants ("AICPA") as set forth in the applicable Exhibit or SOW. PwC's role is advisory only. PwC will not provide an audit, accounting or attest opinion or other form of assurance. PwC will not verify or audit any information provided to it. Because PwC will provide the Services solely for Client's use and benefit and pursuant to a relationship exclusively with Client, PwC disclaims any contractual or other responsibility, liability or duty of care to others based upon the Services or upon any Deliverables or advice PwC provides.

4. Client Responsibilities. Client is responsible for all management functions and decisions relating to the Services, including without limitation, evaluation and acceptance of the adequacy of the scope of Services in addressing Client's needs. Client also is responsible for the results achieved from using the Services or Deliverables. Client will designate a competent member of Client's management to oversee the Services. Client will provide reasonable assistance and accurate and complete information on a timely basis, and PwC will perform the Services on that basis. Client represents and warrants that it has the requisite right, consent and permission to use and disclose, and to permit PwC and the PwC Subcontractors to use and disclose, all information, materials (including, without limitation, emails), software, or hardware (including those of third parties) provided to PwC or the PwC Subcontractors in connection with the Services, this Agreement and/or each SOW. It is Client's responsibility to establish and maintain its internal controls.

5. Fees, Expenses and Payment. Client will pay the amounts described in the SOW(s). Unless otherwise agreed in a SOW, PwC will bill Client for out-of-pocket expenses, any applicable sales, use, excise or value added tax, and PwC's internal per-ticket charges for booking travel. Amounts billed for Services performed by PwC or the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates as set forth in the relevant SOW. Unless otherwise agreed in the SOW, PwC will invoice Client on a regular basis in arrears, and Client will pay each invoice within 15 calendar days after the invoice date.

6. Confidentiality. "Confidential Information" means non-public information marked "confidential" or "proprietary" or information that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf. All terms of this Agreement, including but not limited to the fee and expense structure, are considered Confidential Information. Confidential Information does not include any information that: (i) is rightfully known to the receiving party ("Recipient") prior to its disclosure; (ii) is released by the disclosing party ("Discloser") to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by Recipient without use of or reliance on Discloser's Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement; or (v) may be lawfully obtained by Recipient from a third party without applicable restriction. Recipient will protect the Confidential Information of the Discloser using reasonable measures commensurate with those that Recipient uses to protect its own Confidential Information. Recipient may use or disclose the Confidential Information of Discloser only: (1) to perform the Services; (2) as permitted in this Agreement or the applicable SOW; (3) as requested or directed by Discloser; or (4) as required by applicable law, statute, rule, regulation or professional standard. Except as set forth in this Section 6, Recipient will not disclose the Confidential Information of Discloser to third parties without Discloser's prior consent. Notwithstanding the foregoing, without Discloser's prior written consent, Recipient may disclose Confidential Information to professional advisors, subcontractors, PwC Subcontractors, or employees on a need-to-know basis, provided that such entities and individuals are required to comply with confidentiality obligations. If disclosure of Discloser's Confidential Information is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, Recipient shall provide Discloser with written

notice prior to such disclosure (to the extent permitted by applicable law); provided, however, that prior written notice is not required in connection with requests for disclosures arising from or related to government audits, investigations or supervisory examinations by regulatory authorities with jurisdiction over Recipient.

7. Client Personal Information. “Client Personal Information” means information provided by or on behalf of Client to PwC in connection with PwC’s performance of the Services that relates to an identified or identifiable living individual; provided, however, that Client Personal Information shall not include business card information. Client Personal Information to be provided to PwC in connection with the performance of Services shall be set forth in the applicable Statement of Work. Client shall not provide PwC with Client Personal Information except as agreed by the parties and set forth in the applicable Statement of Work. For the avoidance of doubt, Client Personal Information shall not include any information that has been anonymized or pseudonymized such that the data no longer relates to an identified or identifiable living individual. If the parties agree in a Statement of Work that PwC shall have access to Client Personal Information, the provisions of Exhibit E shall apply to such Statement of Work. In addition, if the Services provided pursuant to a Statement of Work require PwC to have access to Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“PHI”) and PwC agrees to process such PHI, then Client shall not provide PHI and PwC shall not commence such Services unless and until a Business Associate Agreement, in a form mutually acceptable to both parties, has been executed and is effective between the parties.

8. Term and Termination. This Agreement commences on the Effective Date and shall expire on the fifth anniversary of the Effective Date. Either party may terminate this Agreement or any SOW without penalty upon written notice to the other party. Unless otherwise agreed by the parties, any SOW(s) executed prior to the effective date of termination or expiration of the Agreement shall remain in full force and effect in accordance with its terms, including the terms and conditions of this Agreement. Any provisions of this Agreement or any SOW that expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties.

9. Indemnity.

(a) Each party shall indemnify and hold harmless the other from and against any and all amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible personal property, but only to the extent that the foregoing arise out of the indemnitor’s negligence or intentional misconduct in the performance of this Agreement.

(b) PwC agrees to indemnify and hold harmless Client from and against any and all amounts payable under any judgment, verdict, court order or settlement for any claims made against Client by a third party unrelated to Client that the Deliverables, as delivered by PwC, directly infringe any trade secret or copyright. Should Client’s use of such Deliverables be determined to have infringed, or if, in PwC’s judgment, such use is likely to be infringing, PwC may, at its option: (i) procure for Client the right to continue using such Deliverables or (ii) replace or modify such Deliverables to make their use non-infringing while yielding substantially equivalent results. If neither of the above options are or would be available on a basis that PwC finds commercially reasonable, then PwC may terminate the applicable SOW, Client shall return such infringing Deliverables to PwC, and PwC will refund to Client the fees paid for the infringing Deliverables, less a reasonable allowance for use. This infringement indemnity does not cover claims arising from or related to: (1) the combination of Deliverables with products or services not provided by PwC; (2) the modification of Deliverables by any person other than PwC; (3) Deliverables complying with or based upon information, specifications or designs provided by or at Client’s direction; or (4) use of Services and/or Deliverables in a manner not permitted under the Agreement.

(c) Except to the extent that PwC is required to indemnify the Client hereunder, Client shall indemnify and hold harmless PwC and the Beneficiaries (defined below) from and against all third party claims, losses, liabilities and damages (including, but not limited to, any costs, expenses and reasonable attorneys’ fees) arising from or relating to the Services or Deliverables.

10. Limitations of Liability. Except to the extent finally determined to be prohibited by law, PwC’s aggregate liability for all claims, losses, liabilities or damages in connection with the relevant SOW or its

subject matter, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to PwC for the particular Service giving rise to the liability under such SOW. In addition, PwC will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, PwC shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by Client under the relevant SOW.

11. Other PwC Firms; PwC Subcontractors. PwC is a firm in the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of and/or subcontract to its subsidiaries and affiliates, the Other PwC Firms, and/or third-party contractors and subcontractors within or outside of the United States (each a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Client agrees that PwC may provide information PwC receives in connection with this Agreement to the PwC Subcontractors for such purposes. PwC will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors), for the protection of any Confidential Information provided to the PwC Subcontractors and for compliance with the other terms and conditions of this Agreement. The PwC Subcontractors, and the partners, principals, members and employees of PwC and the PwC Subcontractors (collectively the "Beneficiaries"), shall have no liability or obligations arising out of this Agreement. Client agrees to bring any claim or other legal proceeding of any nature arising from the Services against PwC and not against the Beneficiaries. Client shall ensure that its subsidiaries and affiliates do not assert any claim or other legal proceeding against PwC or the Beneficiaries related to or arising from the Services or Deliverables. Client assumes responsibility and liability in the event that Client's subsidiaries and affiliates pursue such claims or proceedings. While PwC is entering into this Agreement on its own behalf, this section also is intended for the benefit of the Beneficiaries.

12. Client Subcontractors. If Client requests or requires PwC to engage the services of a subcontractor specified or selected by Client (each a "Client Subcontractor"), such Client Subcontractor shall not be a PwC Subcontractor, and Client assumes responsibility for the services performed by Client Subcontractors. PwC shall not be responsible or liable to Client or any third party for services performed by, or for any act, omission, default or neglect of, Client Subcontractors. For the avoidance of doubt, Client agrees that PwC may provide information that PwC receives in connection with this Agreement to the Client Subcontractors.

13. Compliance with Law. While performing its obligations under this Agreement and the relevant SOW, each party will comply with all relevant United States federal or state laws and regulations that are directly applicable to such party's performance of the Services and/or its obligations under this Agreement.

14. Dispute Resolution. Any disputes that arise between the parties that are not resolved by mutual agreement shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "Rules") then in effect. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration shall be seated and take place in New York, New York. The arbitration panel, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the limitations of liability provisions or any other terms herein. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. Client accepts and acknowledges that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date Client became aware or should reasonably have become aware of the facts that give rise to the alleged liability and, in any event, no later than two years after the cause of action accrued.

15. Choice of Law. This Agreement and any dispute between the parties, whether in contract, tort or otherwise, will be governed by and construed, interpreted and enforced in accordance with the laws of

the State of New York, without giving effect to any choice of law principles or provisions relating to conflicts of laws that would require the laws of another jurisdiction to apply.

16. Non-Solicitation. During the term of the relevant SOW and for twelve (12) months thereafter, neither PwC nor Client shall intentionally solicit for employment or as an independent contractor any person employed by the other or any affiliate of the other, if such person was involved directly in the performance of the Services under such SOW. This provision shall not prohibit the hiring of any person who responded to general solicitations, including but not limited to, job postings published in newspapers, trade publications or on websites that did not target that person directly.

17. CPA Notice. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this Agreement.

18. No Legal Advice; Changes in Laws. The Services do not include the provision of legal advice, and PwC makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or any other type of law or regulation. Changes in the law and/or its interpretation may take place before PwC's advice is acted upon, or may be retrospective in effect; PwC accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

19. Prospective Financial Information. PwC shall not develop or restate any prospective financial information ("PFI") or make any assumptions or projections relating to PFI; however, if requested by Client, PwC may perform sensitivity analyses on PFI and underlying assumptions. PwC's observations and any quantified vulnerabilities and sensitivities in the Deliverables do not represent restatements of or revisions to PFI; they are only a summary of PwC's analyses to assist Client with its evaluation of PFI. It is Client's responsibility to make its own decisions regarding PFI. As events and circumstances frequently do not occur as expected, there may be material differences between PFI and actual results. PwC disclaims responsibility and liability for PFI and any results achieved.

20. Miscellaneous.

(a) Non-Exclusive Agreement; Other Matters. This is a non-exclusive agreement and, subject to its confidentiality obligations, PwC and the PwC Subcontractors are not prevented or restricted from providing services to other clients. PwC is an independent contractor, not a fiduciary or agent of Client, and shall not perform any obligation of Client, whether regulatory or contractual, nor shall PwC negotiate on Client's behalf. PwC may use Client's name in experience citations and recruiting materials. If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena or other legal process to produce PwC's Deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for Client, Client will reimburse PwC for PwC's, the PwC Subcontractors' and their respective counsels' expenses and professional time incurred in responding to such a request. Notwithstanding any other provision of this Agreement or relevant SOW, PwC and the Other PwC Firms may use Confidential Information received hereunder, including tax return information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to Client or current or prospective clients to provide them services or offerings. PwC and the Other PwC Firms will not use or disclose the Confidential Information in a way that would permit Client to be identified by third parties without Client's consent. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by Client.

(b) Entire Agreement; Severability; Amendments. This Agreement and the applicable SOW represent the entire agreement between the parties with regard to the subject matter thereof and supersede any prior understandings, proposals or agreements concerning the Services. If any provision (or any part thereof) of this Agreement or any SOW is found to be unenforceable or invalid, the remainder of such provision shall remain enforceable to the maximum extent permitted by law. Any changes to this Agreement must be agreed in writing.

(c) **Assignment.** No party to this Agreement may assign or transfer this Agreement, any SOW hereunder, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this Agreement, any Services provided hereunder, or any fees for the applicable SOW or such Services, to anyone, by operation of law or otherwise without prior written consent of the other party, and any assignment without such consent shall be void and invalid. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, and, except as expressly provided herein, nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(d) **Force Majeure.** No party shall be liable for any delay or failure to perform any of the Services or obligations in this Agreement or any SOW due to causes beyond its reasonable control.

(e) **Counterparts; Headings.** This Agreement and/or any applicable SOW may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile or attached as a pdf, jpeg, or similar file type to an email or by DocuSign, Adobe Acrobat, or other electronic signature. Headings in this Agreement are for convenience only and shall not be used in interpreting this Agreement or any provision of it.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the Effective Date.

PricewaterhouseCoopers LLP

Ditech Holding Corporation

By:  PricewaterhouseCoopers LLP

By: _____

Name/Title: Daniel Goerlich, Partner

Name/Title: _____

(c) **Assignment.** No party to this Agreement may assign or transfer this Agreement, any SOW hereunder, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this Agreement, any Services provided hereunder, or any fees for the applicable SOW or such Services, to anyone, by operation of law or otherwise without prior written consent of the other party, and any assignment without such consent shall be void and invalid. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, and, except as expressly provided herein, nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(d) **Force Majeure.** No party shall be liable for any delay or failure to perform any of the Services or obligations in this Agreement or any SOW due to causes beyond its reasonable control.

(e) **Counterparts; Headings.** This Agreement and/or any applicable SOW may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile or attached as a pdf, jpeg, or similar file type to an email or by DocuSign, Adobe Acrobat, or other electronic signature. Headings in this Agreement are for convenience only and shall not be used in interpreting this Agreement or any provision of it.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the Effective Date.

PricewaterhouseCoopers LLP

Ditech Holding Corporation

By: _____

By:  _____

Name/Title: _____

Name/Title: JERRY LOMBARDO, CEO

EXHIBIT A

FORM OF STATEMENT OF WORK

This Statement of Work ("SOW"), dated **[date]** (the "SOW Effective Date"), is governed by and subject to the provisions of the Master Services Agreement dated **[date]** (the "Agreement"), the terms of which are incorporated herein, between PricewaterhouseCoopers LLP, a Delaware limited liability partnership, and **[full legal name of client]**. The term "Client" in the Agreement shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement.

I. PURPOSE AND SCOPE

This SOW covers **[project description]**. This SOW sets forth the objectives, Deliverables, timing, staffing and fees for this project/effort.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

2.2 Applicable AICPA Standards:

[The consulting Services performed under this SOW will be performed under the AICPA's Standards for Consulting Services. Tax Services will be performed under the AICPA Statements on Standards for Tax Services. The valuation Services that represent an estimate of value will be performed under the AICPA Statement on Standards for Valuation Services. The Accounting Advisory Services for non-audit clients will be performed under the Standards for Reports on the Application of Accounting Principles.]

2.3 Additional provisions applicable to the Services:

2.4 Deliverables:

2.5 Client's Responsibilities:

2.6 Timing

The timing of the Services is as follows:

Estimated Project Start Date:	
Estimated Project Completion Date:	

III. RESOURCES ASSIGNED

3.1 The PwC personnel assigned to provide Services and Deliverables under this SOW are as follows:

3.2 [Include if applicable: Taxes and Related Expenses:

PwC will monitor the income tax consequences of its employees and partners assigned at a project site that might extend for a year or more. Accordingly, PwC may remove the employee or partner from providing services to Client under an engagement to address adverse tax consequences. If Client objects to tax mitigation strategies adopted by PwC, Client agrees to reimburse PwC the amounts PwC compensates the impacted employee or partner related to the aforementioned income tax consequences.]

IV. FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses: [list sales tax if applicable]

4.2 Payment Terms:

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the SOW Effective Date.

**[PricewaterhouseCoopers LLP]
Or
[PricewaterhouseCoopers
Advisory Services LLC]**

Ditech Holding Corporation

By: _____

By: _____

Name/Title: _____

Name/Title: _____

EXHIBIT B

ADDITIONAL PROVISIONS APPLICABLE TO TAX RELATED SERVICES

Services and Applicable Performance Standards. The provisions in this Exhibit B apply to tax Services and tax-related Transaction Services and Accounting Advisory Services (as defined in Exhibit C to the Agreement). PwC shall perform any tax Services in a manner consistent with the Agreement, the relevant SOW and the AICPA Statements on Standards for Tax Services.

No Obligations of Confidentiality. Notwithstanding anything to the contrary in the Agreement or any SOW, Client has no obligation of confidentiality with respect to any portion of any materials, advice or Deliverables to the extent that they concern the tax structure or tax treatment of any transaction. If Client makes a disclosure pursuant to this paragraph, Client will only disclose information directly related to the tax structure or tax treatment of the transaction, and Client will (a) provide PwC with the name of the person to whom the disclosure was made and a description of the information and materials disclosed; (b) notify such person that they may not rely upon such information and that PwC has no obligation, duty, liability or responsibility to such person; and (c) use commercially reasonable efforts to obtain an executed third party access letter from such person, as determined by PwC, other than Client's Third-Party Professional Advisors as provided for in this Agreement.

Codification of Economic Substance. Federal law (IRC Section 6662(b)) subjects taxpayers to a strict liability penalty equal to 40% (or 20% if adequately disclosed in a tax return) of any underpayment of tax attributable to that portion of a transaction that is determined to lack economic substance under IRC Section 7701(o) or fails to satisfy any other similar rule of law. The higher penalty will be due if the transaction that is determined to lack economic substance is not "adequately disclosed" in the taxpayer's return; therefore, it is important that Client advises Client's tax return preparers of transactions to which this penalty provision might apply, recognizing that no guidance has yet been issued on the substantive aspects of the codified economic substance doctrine. Penalties can also be imposed by states to the extent that state laws have adopted similar provisions.

If PwC is engaged to provide any advice with respect to the potential impact of the economic substance doctrine included in IRC Section 7701(o) or similar state provisions or any related penalties that might be imposed, such advice rendered as part of PwC's Services will be based on applicable case law, reasonable interpretation of legislation and available guidance.

In addition, if PwC provides tax compliance services, Client is responsible for identifying transactions to which the economic substance doctrine applies and determining whether disclosure should be made, and, if so, the adequacy of any disclosure. Unless specifically addressed in a SOW, any additional PwC time spent preparing such disclosures and/or providing any advice with respect to Client's determination of the economic substance of a transaction and any related penalties that might be imposed is outside the scope of the Services set forth in a SOW. If PwC prepares disclosures and/or provides any such advice, such disclosures prepared and/or advice rendered as part of PwC's Services will be based on applicable case law, reasonable interpretation of legislation and available guidance. There is no guidance on the substantive aspects of the codified economic substance doctrine. The strict liability penalty is not affected by whether the position taken on the return meets standards regarding levels of confidence.

Under IRC Section 6664(c), no exceptions (including the reasonable cause exception) to the imposition of such penalties are available and therefore no advice will protect Client from any such penalties. Therefore, PwC shall not be liable for any federal or state penalties imposed on Client if any portion of a transaction is determined to lack economic substance or fails to satisfy any similar rule of law or if the disclosure of such transaction is determined to be inadequate.

Written Advice. The content of the written advice to be provided during the provision of Services is limited to the matters specifically addressed therein and, unless otherwise agreed in a SOW, does not address any other potential tax consequences, including the potential application of tax penalties to any matter.

PwC's advice is not binding upon any taxing authority or the courts, and there is no assurance that any relevant taxing authority will not successfully assert a contrary position. Client acknowledges that its ability to use PwC's advice for purposes of demonstrating reasonable cause with respect to any tax penalties is based on a variety of factors, and that there can be no guarantee that PwC's advice alone will provide such protection. Furthermore, all advice, including drafts and oral advice relating to the subject matter of an engagement provided prior to PwC's final written deliverable are preliminary in nature and are not intended to constitute PwC's final advice regarding the matters or transactions to which the written advice relates.

Tax Return Disclosure and Tax Advisor Listing Requirements. Certain federal and state regulations require taxpayers to disclose their participation in certain reportable transactions to the taxing authorities. Client shall advise PwC if Client determines that any matter covered by this Agreement is a reportable transaction requiring disclosure. Certain federal and state regulations also require PwC to submit information returns and maintain lists of certain client engagements if PwC is a material advisor to clients that have participated in a reportable transaction. Therefore, if PwC determines, after consultation with Client, that Client has participated in a transaction that requires PwC to register and/or list the transaction, PwC will place Client's name and other required information on a list. PwC will contact Client if PwC is required to provide Client's name to the U.S. Internal Revenue Service or any state in connection with any matter under this Agreement.

Internal Revenue Code Section 6694 Preparer Standards.

(a) Federal law and certain state laws impose obligations on tax return preparers with respect to a position reported on a tax return or claim for refund that does not meet certain standards regarding levels of confidence. If, during the course of applicable Services, PwC identifies a position that does not meet these standards, PwC will advise Client about Client's penalty exposure and whether Client can avoid penalty through disclosure. If PwC is preparing the return or claim for refund, and it is concluded that disclosure is required, PwC will prepare the disclosure and provide it to Client.

(b) PwC's work may require consultation with a PwC subject matter specialist to reach and document the level of technical support for the position. PwC will discuss with Client any additional fees that may be incurred as a result of complying with these requirements.

Additional Consents. Notwithstanding anything to the contrary in the Agreement, Client authorizes PwC to participate in discussions with and to disclose Client's information, including Client's current and/or prior years' tax return information to: (i) PwC Subcontractors within or outside the United States for the purposes described in the Agreement; and (ii) Client's agents, representatives, administrators or professional advisors (including accountants, attorneys, financial and other professional advisors), their respective officers, directors or employees, and other parties as Client may direct. The foregoing consent is valid until further notice by Client. Client may, in an applicable SOW or otherwise in writing, request a more limited disclosure than the foregoing.

Additional Terms: PwC Technology. Notwithstanding any term or condition to the contrary in Section 2(d) of the Agreement, Client shall not give access to PwC Technology to any third party, including, without limitation, to any third party consultants, contractors, or other persons who are not active employees of Client, without specific written authorization from PwC.

EXHIBIT C

ADDITIONAL PROVISIONS APPLICABLE TO TRANSACTION SERVICES AND ACCOUNTING ADVISORY SERVICES

Services. The provisions in this Exhibit C apply to Transaction Services and Accounting Advisory Services. “Transaction Services” means: PwC’s due diligence related Services (including financial, tax-related, commercial, IT, operational and/or strategic due diligence); mergers, acquisitions and divestitures related consulting and tax Services (including strategy consulting Services, post deal integration Services and tax structuring Services); restructuring Services; and valuation Services. “Accounting Advisory Services” means advice and assistance PwC may provide in connection with Client’s evaluation of accounting, reporting and regulatory issues and assistance with the preparation of schedules, account analyses, reconciliations and data accumulation for accounting and financial reporting purposes, including tax-related accounting and financial reporting Services.

Engagement Limitations. PwC performs the Services on the basis that information provided is accurate and complete. Preliminary advice and draft deliverables are works in progress, and Client should not rely on these until PwC confirms its advice or provides Client with a final Deliverable. The Services cannot provide assurance that matters of significance to Client will be disclosed, and the Services are not intended or likely to reveal fraud or misrepresentation. The Services and Deliverables do not include the provision of legal or investment advice, a fairness or solvency opinion, or a recommendation to purchase, sell or transfer an interest in an entity or any securities or assets. PwC is not a registered broker/dealer or investment advisor as defined by federal securities laws and will not perform broker/dealer or investment advisor services. PwC’s hourly fees are not contingent upon the consummation of a transaction or any aspects of the Services and/or Deliverables.

Client Responsibilities. In addition to Client’s responsibilities in the Agreement and applicable SOW, Client is responsible for the preparation of its financial statements, tax returns and any proposed acquisition, investment, transfer, disposal or divestment including the process of conducting and structuring any transaction, setting the price, making decisions to purchase, sell or transfer an interest in an entity or any securities or assets and the information provided to third parties in connection therewith. The Services or Deliverables, including any oral advice or comments, should not be associated with, referred to or quoted in any manner in any financial statements or any offering memorandum, prospectus, registration statement, public filing, loan or other agreements.

No Obligations of Confidentiality. Notwithstanding anything to the contrary in this Agreement or any SOW, Client has no obligation of confidentiality with respect to any portion of any materials, advice or Deliverables to the extent that they concern the tax structure or tax treatment of any transaction. If Client makes a disclosure pursuant to this paragraph, Client will only disclose information directly related to the tax structure or tax treatment of the transaction and Client will (a) provide PwC with the name of the person to whom the disclosure was made and a description of the information and materials disclosed; (b) notify such person that they may not rely upon such information and that PwC has no obligation, duty, liability or responsibility to such person; and (c) use commercially reasonable efforts to obtain an executed third party access letter from such person, as determined by PwC, other than Client’s Third-Party Professional Advisors as provided for in this Agreement.

Relationships with Other Parties. If Client is considering a potential acquisition of or investment in a company or business (each, a “Company”), the PwC engagement team performing Services in connection with such potential transaction will use commercially reasonable efforts to identify whether PwC or an Other PwC Firm: (i) has been engaged to perform services for that Company in connection with the specific transaction or (ii) audits that Company. If the PwC engagement team identifies such a relationship, such PwC team shall notify Client, provided that notification does not breach any confidentiality or legal obligations of PwC or Other PwC Firms. Client may, in its discretion, choose not to engage PwC to perform the Services or terminate a SOW for such Services as provided in the Agreement. If Client engages PwC to perform Services related to that Company, Client agrees not to assert that such relationships cause any conflicts that preclude PwC or Other PwC Firms from performing services. PwC will not disclose either Client’s or the Company’s confidential information obtained from these relationships to the other without prior consent, provided that, notwithstanding anything to the contrary,

PwC may disclose any information obtained while performing the Services that may affect a Company audit opinion issued by PwC or Other PwC Firms to that Company's audit engagement team in accordance with PwC's professional or legal responsibilities. The PwC personnel performing the Services for Client will not be the same personnel providing services to that Company in connection with its audit or the specific transaction and there will be no sharing of Confidential Information between the respective teams unless otherwise authorized by Client and that Company.

Divestiture Services. Deliverables related to Divestiture Services will not be prepared or written from a buyer's, investor's or other counterparty's (each a "**Buyer**") perspective. Divestiture Services are not, and should not be used or relied upon as, a substitute for inquiries and procedures that a Buyer or its representatives would or should carry out. Accordingly, Deliverables that include PwC's name, brands, logos or other information that could identify PwC as the source may not be shared with potential Buyers if the intent, either express or implied, is to mitigate or reduce the potential Buyer's own due diligence. PwC will not withhold its consent for Client to disclose such Deliverables to a potential Buyer if such party first has the opportunity to perform its own due diligence, Client does not assert that the scope of the Buyer's due diligence should be reduced and the Buyer first executes PwC's standard access letter. PwC's Deliverables will not be tailored in any way for distribution to potential Buyers. Client agrees that PwC and PwC Subcontractors may provide services to potential investors in or purchasers of Client or the company or business to be divested.

Valuation Services. PwC's valuation Services that represent an estimate of value ("**Valuation Standards**") will be subject to a Statement of Assumptions and Limiting Conditions and the Valuation Practitioner's Representation (as defined in the AICPA's Statement on Standards for Valuation Standards). Prior to issuing estimate of value Deliverables, PwC will require written representations from Client relating to the valuation. Unless otherwise expressly agreed in writing, valuation Services are not intended to comply with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. If Client requests general valuations related advice, such Services and the resulting Deliverables do not represent an estimate of value as described in the Valuation Standards.

EXHIBIT D

ADDITIONAL TERMS APPLICABLE TO IMPLEMENTATION SERVICES

Services. The provisions in this Exhibit D apply to Implementation Services. “Implementation Services” means PwC’s services relating to the design, coding and deployment of third party hardware and system software, databases and application programs.

Change in Scope. Modifications to the scope of Implementation Services, Deliverables, a change in either party’s responsibilities or failed assumptions (as applicable) in a SOW shall require a written amendment executed by authorized representatives of both parties (a “Change Order”). PwC will not be obligated to deviate from a SOW until the parties execute a corresponding Change Order.

Termination. Notwithstanding any provision of the Agreement to the contrary, (i) either party may only terminate a SOW for Implementation Services due to a material breach by the other party if such breach remains uncured after thirty (30) days written notice to the other party; (ii) Client may only terminate a SOW for Implementation Services for its convenience upon ninety (90) days prior written notice to PwC; and (iii) PwC may terminate the Agreement and/or a SOW for Implementation Services effective immediately if circumstances arise that would make continuation of all or any portion of the Services in conflict with any independence or other professional regulations, standards or guidelines to which PwC conforms.

Additional Client Responsibilities.

Resources. Client shall also supply on-site PwC personnel specified in each SOW with: (a) suitable office space, desks, storage, furniture and other normal office equipment and support; (b) adequate computer resources; (c) telephone and facsimile service; (d) postage; (e) copying; and (f) general office supplies, all as necessary in connection with PwC’s performance of the Services.

Consents, Subject Matter Experience. Client will (i) provide PwC reasonably noticed and scheduled access to Client’s subject matter resources having suitable knowledge and expertise to perform their respective project roles; and (ii) Client will timely respond to PwC’s requests for information, approvals and decisions, and shall obtain all necessary consents and licenses from third parties for information, materials, hardware or software that is provided by or on behalf of Client.

Acceptance of Services and Deliverables.

The following provisions shall supersede any acceptance criteria in the Agreement and shall apply to and govern Client’s acceptance of Implementation Services Deliverables.

Acceptance Process. Upon PwC’s completion of a Deliverable, and prior to being placed into a production environment as applicable, Client shall test such Deliverable to verify that it materially conforms to the description of such Deliverable provided in the applicable SOW, or, in the event the SOW does not provide a description for such Deliverable, the parties shall utilize applicable standards and practices generally accepted in the information technology industry (“Acceptance Criteria”).

Unless otherwise agreed to in the applicable SOW, the “Acceptance Period” with respect to any Deliverable shall be five (5) business days. The Acceptance Period commences upon PwC’s presentation of the Deliverable to Client for Acceptance (as defined below) review.

Client shall conduct its Acceptance testing and review at Client’s expense, including provision of a controlled test environment, testing software if applicable and drafting scripts and procedures.

If a Deliverable meets the relevant Acceptance Criteria, Client shall deliver written notification of Acceptance to PwC of such fact by the end of the Acceptance Period for such Deliverable. If a Deliverable does not meet the relevant Acceptance Criteria, Client shall deliver written notification to PwC of such fact by the end of the Acceptance Period for such Deliverable, describing such nonconformity with particularity (“Notice of Nonconformity”). Promptly after receiving the Notice of Nonconformity, PwC

shall undertake correction efforts and redeliver the revised Deliverable to Client. Upon completion of such corrections and PwC's redelivery to Client of the Deliverable, a new Acceptance Period for such Deliverable shall commence. If PwC is unable to correct the nonconforming Deliverable or correction of the nonconforming Deliverable is not commercially practical in PwC's reasonable opinion, then Client shall cease use of the nonconforming Deliverable(s), and PwC shall return an appropriate portion of any payment made by Client for such nonconforming Deliverable(s).

Acceptance. Acceptance of a Deliverable is achieved upon the earlier of: (i) the date Client notifies PwC of its acceptance of such Deliverable; (ii) the expiration of the Acceptance Period for such Deliverable without PwC's receipt of Client's Notice of Nonconformity; or (iii) the date such Deliverable is placed into Client's production environment (each of subsections (i) through (iii) of this paragraph, "Acceptance").

Residuals. In no event shall either party or its affiliates be precluded from developing for itself, or for others, any original information or materials, whether in tangible or non-tangible form, which may be competitive with, or similar to, either the Services or the Deliverables so long as such party does not infringe any patent or copyright of any member of the Client or its subsidiaries or of PwC or the Other PwC Firms. In addition, PwC and Client shall be free to use its and their general knowledge, skills and experience, and any ideas, concepts, know how, and techniques that are acquired or used in the course of providing and receiving the Services which are retained in the unaided memories of employees who have had authorized access to the other party's Confidential Information; provided, however, neither PwC nor Client may use (i) any personal information or (ii) any Confidential Information or other information in a way that would constitute an infringement of a patent or copyright of the other party or its affiliates.

Viruses and Disabling Code.

Viruses. PwC will use and maintain commercially available anti-virus software that is designed to prevent the introduction of Viruses and/or similar items into the Deliverables, and PwC shall not knowingly include or knowingly permit the inclusion of any Virus in any Deliverable. "Virus" means any virus, trojan, worm and other similar item.

Disabling Code. PwC will not include, activate or invoke, or knowingly permit the inclusion or activation or invoking, of any Disabling Code in any Deliverable. "Disabling Code" means code that is designed to have the effect of: (a) permitting improper use, access, deletion or modification of one or more software programs or systems and/or hardware or hardware systems; or (b) improperly disabling, deactivating, damaging or shutting down one or more software programs or systems and/or hardware or hardware systems; in each case, including, without limitation, "time bombs," "protect codes," "data destruction keys," "trap doors" and similar code or devices.

EXHIBIT E

DATA PROTECTION ADDENDUM

Capitalized terms used in this Addendum but not defined herein will have the meanings assigned to such terms in the Agreement.

This Addendum sets forth the confidentiality and security requirements for Client Personal Information.

1. PwC shall process Client Personal Information in accordance with applicable data protection laws, rules and regulations (“Applicable Data Protection Laws”) and only in accordance with the Client's instructions as established in this Addendum and/or the Agreement or applicable Statement of Work. Where Client is established in the EEA or Switzerland or where the Client Personal Information relates to individuals in the EEA or Switzerland, then the additional provisions set out in Schedule B to this Addendum shall apply to the processing of such Client Personal Information.
2. For purposes of this Addendum, the term “process” shall mean any operation or set of operations which is performed upon Client Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
3. Unless agreed by the parties and set forth in the applicable Statement of Work, Client shall not provide PwC with access to Client Personal Information relating to European Economic Area or Swiss data subjects (“Client EEA Personal Information”). PwC represents and warrants that it has self-certified under the EU - U.S. Privacy Shield and U.S. - Swiss Privacy Shield (collectively, the “Principles”) to ensure that adequate safeguards are in place to facilitate the transfer of any Client EEA Personal Information from Client to PwC. Accordingly, at all times during the term of the Agreement and applicable Statement of Work, PwC agrees to (i) provide at least the same level of protection for Client EEA Personal Information as is required by the Principles; (ii) comply with this Addendum for as long as PwC has access to Client EEA Personal Information; and (iii) where PwC permits a third party to access Client EEA Personal Information, including any PwC Subcontractor, require such third party to provide at least the same level of protection as is required by this Addendum (including Schedule B) and the Principles.
4. Client represents and warrants that Client has the right, authority and all requisite consents and approvals (including, but not limited to, from the data subjects of the Client Personal Information and any regulatory authorities) to provide the Client Personal Information to PwC and the Beneficiaries and that PwC may rely on such right, authority, requisite consents and approvals in accessing and processing the Client Personal Information in connection with the performance of the Services.
5. Except as permitted in the Agreement and/or applicable Statement of Work or required by applicable law, PwC will not collect, access, use, disclose, process or retain Client Personal Information for any purpose other than as necessary to perform the Services.
6. Except as otherwise permitted under the Agreement and/or applicable Statement of Work, PwC shall limit access to Client Personal Information to the Beneficiaries who require such access in order to perform the Services or to comply with applicable law. Without limiting the foregoing and for the avoidance of doubt, PwC also may share Client information, including without limitation Client Personal Information, for internal, administrative, regulatory compliance or back-office support purposes, including PwC's use of cloud-based hosted technology solutions. PwC shall be solely responsible for all Client Personal Information provided to the Beneficiaries. Client authorizes PwC to transfer Client Personal Information to these Beneficiaries.
7. PwC shall require the Beneficiaries who are provided access to, or otherwise come into contact with, Client Personal Information to protect all such Client Personal Information according to terms substantively similar to the terms of this Addendum. PwC shall require that its relevant employees and agents are required to maintain the confidentiality of the Client Personal Information and receive adequate training and/or instruction on the care and handling of personal information.
8. PwC will implement the security controls set forth in Schedule A hereto, which are designed to comply with Applicable Data Protection Laws and protect against the unauthorized or unlawful processing of,

accidental loss, destruction, or damage of information such as Client Personal Information. Client acknowledges that PwC may change the security controls through the adoption of new or enhanced security technologies and authorizes PwC to make such changes provided that they do not diminish the level of protection of Client Personal Information in PwC's possession, custody, or control.

9. Client represents that it shall comply with Applicable Data Protection Laws and that any instructions Client provides PwC related to the handling and processing of Client Personal Information in connection with the Services will not place PwC in breach of any Applicable Data Protection Laws.
10. PwC will promptly notify Client of any accidental or unlawful destruction, loss, alteration, destruction, unauthorized disclosure of or access to Client Personal Information in its possession that is in breach of this Addendum (a "Security Incident"). PwC shall take reasonable steps to mitigate the effects and to minimize any damage resulting from such Security Incident. At Client's reasonable request and subject to applicable law and PwC's confidentiality obligations, PwC agrees to meet with Client to discuss the procedures that were followed during the investigation of any Security Incident, the chain of custody information if applicable, the forensic analysis of event logs used to determine the root cause, any restoration of data that may be required and the remedial/corrective actions to be taken to prevent the Security Incident from occurring again.
11. Upon Client's written request, at termination or expiration of the Agreement or applicable Statement of Work, PwC shall, where feasible, promptly and securely destroy and confirm such secure destruction of all Client Personal Information in its possession or control (including, without limitation, all electronic copies such as on hard drives, backup tapes, portable devices, optical, magnetic, or other storage media, as well as all hard copies) or, if requested by Client, return such Client Personal Information. Notwithstanding the foregoing, PwC shall be permitted to retain copies of Client Personal Information consistent with its document retention policies or as required by applicable law, regulation, or professional standards.

Schedule A to Exhibit E
Information Security Controls

1. Internal Organization.

- a. PwC maintains a dedicated Information Risk & Security group, led by its Chief Information Security Officer. The Information Risk & Security team includes specialists in threat and vulnerability management, incident response, application security and IT risk management.

2. Human Resources Security.

- a. PwC personnel receiving access to client confidential information undergo pre-employment background checks.
- b. PwC partners, principals, and staff are required to agree to maintain the confidentiality of client confidential information and to complete information security and privacy awareness training.

3. Access Control.

- a. PwC follows a formal process to grant or revoke access to PwC resources. System access is based on the concepts of least-privilege and need-to-know-access, so that authorized access is commensurate with defined responsibilities.
- b. PwC has established documented procedures for secure creation and deletion of user accounts, including processes to disable and/or delete accounts for terminated personnel.
- c. PwC's security policy establishes password requirements that include password change, reuse and complexity. PwC enforces the use of a password protected screensaver which activates after 20 minutes of inactivity.

4. Physical and Environmental Security.

- a. Data centers used by PwC are surrounded by perimeter fencing, and require key card access through multiple gates to enter the facility. Access to the data centers is limited based on role, not position. Access is strictly limited to authorized security personnel and the facilities team.
- b. Security systems and supporting controls are implemented in all PwC offices to provide access control, video monitoring and auditing services.

5. Operations Management.

- a. PwC's IT organization has established and maintains a standard operating procedures governance process, including a repository of procedures, formal review and approval processes, and revision management, as well as a change control process, which includes risk assessment, test and back out procedures, communication planning, management review, and approval components.
- b. PwC maintains separate development and production environments. Lab environments are required to be separated from production environments by firewalls. PwC has established procedures requiring the use of the change management process to transfer changes from development to production.
- c. PwC uses enterprise class security solutions to provide a secure computing environment. These solutions are centrally managed and configured to retrieve updates automatically. PwC laptops run a security suite which includes virus protection anti-spyware, firewalls, host intrusion detection, application whitelisting, endpoint rights management, privileged user management, whole disk encryption and device access control that prevents writing to any device other than PwC encrypted devices. PwC server systems run server class versions of the antivirus and application whitelisting solutions used for laptops.
- d. PwC laptops use software that provides automated, mandatory encrypted backup. PwC server systems have their data securely replicated to a recovery facility. When written to tape media the data is encrypted and stored off-site using a top tier third party service.

- e. PwC systems are configured to use a network time server designed to ensure log synchronization for event correlation. PwC maintains system audit logs for servers and network devices that log the occurrence of system faults and security events and facilitate examination of abnormal activities. Security logs are collected to a central security information and event management (SIEM) system to prevent modification or removal of administration and user activities.
- f. PwC has established processes and procedures for performing periodic vulnerability scans of its IT systems, which specify the use of multiple vulnerability scanning software packages, the creation of vulnerability assessment reports, and the presentation of vulnerability scanning results to the IT operations organization and IT leadership. Vulnerability scanning of networked devices is performed on a monthly basis.
- g. PwC has patch management processes and tools to assess and deploy operating system and application-specific patches and updates. PwC continually reviews patches and updates as they are released to determine their criticality. Patches released on a regularly scheduled basis are applied following the release; off-cycle or other patches determined to be critical are applied as needed to ensure protection from vulnerabilities.

6. Communications Security.

- a. Only IT-approved and managed wireless networks are permitted on the PwC network, and technologies are in place to identify and disable ports with rogue wireless networks attached. Wireless access security controls are centrally managed and use WPA2 Enterprise for encryption and authentication.
- b. All internet ingress points feature firewall segregation. Intrusion detection system appliances are located at strategic points in the network. The intrusion detection system feeds a central SIEM system that is monitored by a Managed Security Service Provider (MSSP) and the PwC security team. Firewall logging is enabled to track communications (failed and successful access attempts) between the Internet and the internal PwC network. Console access to the firewalls is limited to administrative personnel using the Secure Shell protocol.
- c. PwC requires encryption in transit of Client Personal Information transmitted over public or wireless networks. PwC uses virtual private network (VPN) software and two-factor authentication to enable secure, Internet-based remote access to the PwC internal network by PwC personnel and contractor endpoints.

7. Supplier Relationships.

- a. PwC has implemented security controls designed to ensure that external parties who provide IT and other back office services to PwC do so in a manner consistent with PwC's standards for the security of information systems. PwC's comprehensive third party risk management (TPRM) program is designed to ensure that external parties meet PwC standards through risk categorization, due diligence, contractual requirements, and ongoing monitoring and assessments.
- b. Access to PwC systems is controlled using a least privilege principle (e.g., providers are only permitted a level of access to systems consistent with the business need for access). Access is controlled at the physical, network, platform and application levels.

8. Business Continuity.

- a. PwC maintains a Business Continuity Program that evaluates and manages potential threats and responds to actual events to minimize disruption to PwC's services and operations, and is designed so that, should a disaster occur, PwC can continue to deliver on client obligations.
- b. PwC's Business Continuity Management (BCM) Program Office has implemented policies and a management system of activities to support the program, which includes business impact analysis, risk assessments, plan development, testing and exercising, training and awareness, and maintenance. This program is certified with ISO 22301:2012.

9. Assessment.

- a.** During the term of the Agreement, Client may request to assess PwC's compliance with the terms of this Addendum, which assessment shall be limited to: (i) PwC's completion of a Client-provided written security self-assessment questionnaire related to the Services performed by PwC under the Agreement, provided that completing such questionnaire does not violate applicable law or PwC's confidentiality obligations; (ii) the parties meeting to discuss the results of the assessment and PwC's information security program; and (iii) PwC's reasonable treatment of any noted deficiencies based upon risk severity.

Exhibit 7

Tax Advisory SOW

STATEMENT OF WORK

This Statement of Work ("SOW"), dated February 8, 2019 (the "SOW Effective Date"), is governed by and subject to the provisions of the Master Services Agreement dated February 8, 2019 (the "Agreement"), the terms of which are incorporated herein, between PricewaterhouseCoopers LLP, a Delaware limited liability partnership, and Ditech Holding Corporation. The term "Client" in the Agreement shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement.

I. PURPOSE AND SCOPE

This SOW covers certain tax and other advisory services related to Client's evaluation of certain accounting and financial reporting matters related to their prepackaged financial restructuring plan (the "Plan"), which will be executed in conjunction with their filing of a voluntary chapter 11 petition for Bankruptcy. This SOW sets forth the objectives, Deliverables, timing, staffing and fees for this project/effort.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

PwC will provide the following tax services in connection with the Plan:

- Assist client with annual review of valuation allowance and other tax provision work;
- Advise management on the application of Section 382 Change in Ownership, Monitoring, Analysis and Reporting;
- Advise and assist client with preparation of 2018 federal income tax return;
- Advise on potential accounting and reporting issues based on the information and facts provided by Client that include suggestions on possible alternative accounting and reporting treatments that may be available for Client's consideration;
- Advise on potential financial reporting and federal income tax return considerations related to proposed and / or executed transactions;
- Review and compilation of calculations positions related to Walter Energy matter, if applicable;
- Provide accounting advice and other advisory services related tax matters as they arise, specifically as it relates to the Plan;
- Advise and assist client with Section 382(l)(5)(6) work and NUBIL/NUBIG analysis;
- Advise and assist client on REMIC Trust Tax Reporting and Compliance Services for the 2018 tax year;
- Advise on potential compensation matters, including new management incentive plan, if applicable; and
- Assist with modeling, analysis, technical issues, review of tax positions, and review of memos, related to the Plan for purposes of financial reporting, estimated taxes and bankruptcy related filings

PwC will perform the Services only in the context of matters specified by Client. PwC may: (a) hold discussions with certain officers, employees, outside consultants and other individuals as determined by

Client; and (b) read various outlines and other documents provided to PwC. Additional Services may be requested and agreed to between the parties during the course of the engagement.

If requested by Client, PwC will perform certain bookkeeping Services to advise and assist Client in connection with its preparation of its financial statements or accumulation of other financial statement data and disclosures, account analyses, and reconciliations. PwC will prepare or accumulate such information based upon Client's instructions, using procedures and methods approved by Client. The completeness and accuracy of all information used by PwC as well as the resulting financial statements and other materials prepared by PwC will be reviewed and approved by the member of Client's management team responsible for the information and its use.

PwC's observations and advice on accounting and financial reporting matters do not represent PwC's concurrence, conclusion or opinion. Client should consult with its independent auditors on the application of accounting principles. Any observations PwC makes on what may be the views of the staff of the Securities and Exchange Commission or the independent auditors may be without any prior discussion with the staff of the Securities and Exchange Commission or the independent auditors and may not reflect their actual views.

2.2 Applicable AICPA Standards:

Tax Services will be performed under the AICPA Statements on Standards for Tax Services.

2.3 Deliverables:

PwC's reporting to Client will include oral advice and various written outlines, executive summaries, presentations, memoranda, analysis of issues, and schedules prepared for and delivered to Client in connection with the Services (collectively, "Deliverables"). The Deliverables will also include a written report(s) setting forth the significant matters that came to PwC's attention.

Upon full payment, Client will own all Deliverables prepared for and delivered to it in connection with the Services and have a nonexclusive, non-transferable license to use the embedded PwC Materials (defined below) as part of such Deliverables. PwC will own its working papers, pre-existing materials and software, as well as any general skills, know-how, processes, methodologies, tools, techniques or other intellectual property (including a non-Client specific version of any Deliverables) which PwC may have discovered or created as a result of the Services (collectively, "PwC Materials"). Preliminary advice and draft Deliverables are works in progress and Client should not rely on these until PwC confirms its advice or provides Client with a final Deliverable.

Other than Deliverables, if requested, PwC may provide to Client spreadsheets, electronic materials, software, databases and other tools prepared by PwC to assist it with the engagement. If PwC makes these available to Client, they are provided "as is". PwC will not be responsible for results obtained by anyone other than PwC from the use of those items.

2.5 Client's Responsibilities:

Client is responsible for all management functions and decisions relating to the Services, including, without limitation, evaluation and acceptance of the adequacy of the scope of Services in addressing Client's needs. Client also is responsible for the results achieved from using the Services or Deliverables. Client will designate a competent member of Client's management to oversee the Services. Client will provide reasonable assistance and accurate and complete information, and PwC will perform the Services on that basis. It is Client's responsibility to establish and maintain its internal controls.

Client is responsible for the preparation of its financial statements, tax returns and any proposed acquisition, investment, transfer, disposal or divestment including the process of conducting and structuring any transaction, setting the price, making decisions to purchase, sell or transfer an interest in an entity or any securities or assets and the information provided to third parties in connection therewith.

2.6 PCAOB Rule 3522

By requesting that PwC perform Services, Client confirms that no other advisor providing advice or assistance with respect to the subject matter of this engagement letter has imposed any conditions of confidentiality, as defined by Public Company Accounting Oversight Board ("PCAOB") Rule 3522. In addition, Client agrees that if, after PwC begins performing Services under this engagement letter, any other advisor imposes conditions of confidentiality with respect thereto, Client will notify PwC promptly so that PwC can cease work in order to avoid any impairment to independence under PCAOB Rule 3522

III. TIMING, FEES AND EXPENSES

Completion of the Services by any agreed upon date is subject to, among other things, appropriate cooperation, obtaining the necessary information and timely responses to inquiries. PwC will advise Client promptly if the Services cannot be completed within the agreed upon time frame.

The fees are based on the time required to complete the engagement. Individual hourly rates vary according to the experience and skill required. The fees for the Services will be based on the following agreed upon hourly rates, which will be revised from time to time. Adjusted rates will be reflected in billings:

Individuals	Hourly Billing Rate
Partner/Principal	\$700 - \$1,050
Managing Director	\$600 - \$943
Director/Senior Manager	\$500 - \$848
Manager	\$440 - \$661
Senior Associate	\$300 - \$550
Associate	\$200 - \$473
Administrative Services	\$135

A \$25,000 retainer is requested to begin the Services. Actual fees and expenses will be applied against the retainer. Thereafter, PwC will render invoices on a regular basis.

PwC will also bill Client for out-of-pocket expenses, any applicable sales, use, excise or value added tax, and PwC's internal per-ticket charges for booking travel.

Amounts billed for services performed by PwC and the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties.

Unless otherwise agreed by the parties, PwC will invoice Client on a regular basis and Client shall pay each invoice within 15 days after the invoice date. All invoices will be addressed to and payable by Client.

If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or individuals for testimony or interview with respect to the Services, Client will reimburse PwC for PwC's, the PwC Subcontractors' and their respective counsels' expenses and professional time incurred in responding to such a request.

PwC's hourly fees are not contingent upon the consummation of a transaction, or any aspects of the Services and/or Deliverables.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the SOW Effective Date.

PricewaterhouseCoopers LLP

By: Leigh Hayes
Name/Title: Leigh Hayes, Partner

Ditech Holding Corporation

By: [Signature]
Name/Title: JERRY LOMBARDI, CFO

Exhibit 8

Valuation SOW

STATEMENT OF WORK

This Statement of Work ("SOW"), dated February 8, 2019 (the "SOW Effective Date"), is governed by and subject to the provisions of the Master Services Agreement dated February 6, 2019 (the "Agreement"), the terms of which are incorporated herein, between PricewaterhouseCoopers LLP, a Delaware limited liability partnership, and Ditech Holding Corporation. The term "Client" in the Agreement shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement.

I. PURPOSE AND SCOPE

This SOW covers certain valuation and other advisory Services related to Client's evaluation of certain accounting and financial reporting matters related to their prepackaged financial restructuring plan (the "Plan"), which will be executed in conjunction with their filing of a voluntary chapter 11 petition for Bankruptcy. This SOW sets forth the objectives, Deliverables, timing, staffing and fees for this project/effort.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

PwC will provide the following valuation Services in connection with the Plan:

- PwC will assist Client in estimating the fair values of one or more intangible assets pursuant to ASC 350, *Intangibles-Goodwill and Other*;
- PwC will provide assistance and advice to Client on valuation matters, including providing fair value estimates of certain assets (including intangible assets), liabilities, or business interests and scenario and sensitivity analyses of those estimates based on Client's projected financial information, varying assumptions, and other inputs in support of Client's execution of the Plan and bankruptcy filing (e.g. valuation in support of fresh-start accounting upon emergence from bankruptcy).

PwC will perform the Services only in the context of matters specified by Client. PwC may: (a) hold discussions with certain officers, employees, outside consultants and other individuals as determined by Client; and (b) read various outlines and other documents provided to PwC. Additional Services may be requested and agreed to between the parties during the course of the engagement.

PwC's observations and advice on accounting and financial reporting matters do not represent PwC's concurrence, conclusion or opinion. Client should consult with its independent auditors on the application of accounting principles. Any observations PwC makes on what may be the views of the staff of the Securities and Exchange Commission or the independent auditors may be without any prior discussion with the staff of the Securities and Exchange Commission or the independent auditors and may not reflect their actual views.

2.2 Applicable AICPA Standards:

The valuation Services that represent an estimate of value under this SOW will be performed under the AICPA Statement on Standards for Valuation Services.

2.3 Deliverables:

PwC's reporting to Client will include oral advice and various written outlines, and schedules prepared for and delivered to Client in connection with the Services (collectively, "Deliverables"). The Deliverables will also include a written report setting forth the significant matters that came to PwC's attention.

Upon full payment, Client will own all Deliverables prepared for and delivered to it in connection with the Services and have a nonexclusive, non-transferable license to use the embedded PwC Materials (defined below) as part of such Deliverables. PwC will own its working papers, pre-existing materials and software, as well as any general skills, know-how, processes, methodologies, tools, techniques or other intellectual property (including a non-Client specific version of any Deliverables) which PwC may have discovered or created as a result of the Services (collectively, "PwC Materials"). Preliminary advice and draft Deliverables are works in progress and Client should not rely on these until PwC confirms its advice or provides Client with a final Deliverable.

Other than Deliverables, if requested, PwC may provide to Client spreadsheets, electronic materials, software, databases and other tools prepared by PwC to assist it with the engagement. If PwC makes these available to Client, they are provided "as is". PwC will not be responsible for results obtained by anyone other than PwC from the use of those items.

2.5 Client's Responsibilities:

Client is responsible for all management functions and decisions relating to the Services, including, without limitation, evaluation and acceptance of the adequacy of the scope of Services in addressing Client's needs. Client also is responsible for the results achieved from using the Services or Deliverables. Client will designate a competent member of Client's management to oversee the Services. Client will provide reasonable assistance and accurate and complete information, and PwC will perform the Services on that basis. It is Client's responsibility to establish and maintain its internal controls.

Client is responsible for the preparation of its financial statements, tax returns and any proposed acquisition, investment, transfer, disposal or divestment including the process of conducting and structuring any transaction, setting the price, making decisions to purchase, sell or transfer an interest in an entity or any securities or assets and the information provided to third parties in connection therewith.

III. TIMING, FEES AND EXPENSES

Completion of the Services by any agreed upon date is subject to, among other things, appropriate cooperation, obtaining the necessary information and timely responses to inquiries. PwC will advise Client promptly if the Services cannot be completed within the agreed upon time frame.

The fees are based on the time required to complete the engagement. Individual hourly rates vary according to the experience and skill required. Fees for the Services are estimated to be approximately \$100,000 and will ultimately be based on the following agreed upon hourly rates, which will be revised from time to time (revised rates, if any, will be reflected in billings), and hours incurred:

Individuals	Hourly Billing Rate
Partner/Principal	\$984
Managing Director	\$821
Director/Senior Manager	\$782
Manager	\$600
Senior Associate	\$500
Associate	\$422

A \$25,000 retainer is requested to begin the Services. Actual fees and expenses will be applied against the retainer. Thereafter, PwC will render invoices on a regular basis.

PwC will also bill Client for out-of-pocket expenses, any applicable sales, use, excise or value added tax, and PwC's internal per-ticket charges for booking travel.

Amounts billed for services performed by PwC and the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties.

Unless otherwise agreed by the parties, PwC will invoice Client on a regular basis and Client shall pay each invoice within 15 days after the invoice date. All invoices will be addressed to and payable by Client.

If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or individuals for testimony or interview with respect to the Services, Client will reimburse PwC for PwC's, the PwC Subcontractors' and their respective counsels' expenses and professional time incurred in responding to such a request.

PwC's hourly fees are not contingent upon the consummation of a transaction, or any aspects of the Services and/or Deliverables.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the SOW Effective Date.

PricewaterhouseCoopers LLP

By: _____

Name/Title: SCOTT J. PARMENTANO
PRINCIPAL

Ditech Holding Corporation

By: _____

Name/Title: JERRY LOMBARDO, CFO

Exhibit 9

Accounting and Financial Reporting SOW

STATEMENT OF WORK

This Statement of Work ("SOW"), dated February 8, 2019 (the "SOW Effective Date"), is governed by and subject to the provisions of the Master Services Agreement dated February 8, 2019 (the "Agreement"), the terms of which are incorporated herein, between PricewaterhouseCoopers LLP, a Delaware limited liability partnership, and Ditech Holding Corporation. The term "Client" in the Agreement shall include the entity(ies) signing this SOW. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement.

I. PURPOSE AND SCOPE

This SOW covers accounting advisory and other advisory services related to Client's evaluation of certain accounting and financial reporting matters related to their prepackaged financial restructuring plan (the "Plan"), which will be executed in conjunction with their filing of a voluntary chapter 11 petition for Bankruptcy. This SOW sets forth the objectives, Deliverables, timing, staffing and fees for this project/effort.

II. PARTIES' RESPONSIBILITIES

2.1 Services to be provided by PwC:

PwC will provide the following accounting advisory and other advisory services in connection with the Plan:

- Advise management in evaluating Client's proposed refinancing and restructuring transaction to assess if the restructuring should be treated as a troubled debt restructuring ("TDR"), and the resulting classification of, and accounting for, the transaction, pursuant to ASC 470 – Debt; ASC 480 – Distinguishing Liabilities from Equity; ASC 815 – Derivatives and Hedging; and ASC 825 – Fair Value Option; and
- Client has requested PwC perform the accounting advisory and other advisory Services related to Client's evaluation of their accounting for bankruptcy under ASC 852, Reorganizations which may include the following:
 - Advise management on the timing of key milestones and milestone interdependencies;
 - Advise management on the application of ASC 852 Reorganizations accounting and guidance;
 - Provide examples of other public company financial statements as illustration of bankruptcy accounting application;
 - Perform scoping exercise by reviewing trial balance accounts to identify accounts requiring bankruptcy adjustments and accounts requiring modified cut-off procedures for a mid-month filing/emergence, which includes:
 - Gaining an understanding of the key bankruptcy filings (i.e. First Day Motions, Plan of Reorganization, Disclosure Statement, etc.);
 - Gaining an understanding of the general ledger accounts; and
 - Gaining an understanding of the natural month end procedures for general ledger accounts.
 - Advise management on the preparation of quarterly financial statements footnotes and disclosures;

- Read the Client prepared draft financial statement disclosures, presentations formats, drafts and provide comments for the Client's consideration;
- Evaluate the current accounting for significant transactions and, where applicable, provide suggestions and/or alternative treatments for your consideration;
- Prepare a detailed listing of accounting and operational issues that will need to be resolved for post emergence financial reporting;
- Review and compilation of claims detail for purposes of financial reporting and GAAP; and
- Advise management on accounting and other complexities that may arise from the bankruptcy.

If requested and mutually agreed to, PwC may also:

- Analyze accounting and reporting issues based on the information and facts provided by Client that include suggestions on possible alternative accounting and reporting treatments that may be available for Client's consideration;
- Advise on potential financial reporting and SEC filing considerations related to proposed an / or executed transactions;
- Advise Client and provide comments regarding Client's preparation of its financial statements and notes in the financial statements. Client will review PwC's advice and comments and will make the sole determination of any advice and comments to be incorporated into Client's financial statements and notes. PwC will not prepare or draft Client's financial statements, notes to the financial statements, or disclosures to third parties, all of which are Client's responsibility.
- Review and advise on document drafts prepared by Client in connection with potential transactions (e.g. draft financial statement disclosures, presentation formats, drafts of SEC comment letter responses); and
- Attend various meetings with Client and its other advisors to provide advice and recommendations to Client relating to issues relating to the proposed transactions.

PwC will perform the Services only in the context of matters specified by Client. PwC may: (a) hold discussions with certain officers, employees, outside consultants and other individuals as determined by Client; and (b) read various outlines and other documents provided to PwC. Additional Services may be requested and agreed to between the parties during the course of the engagement.

If requested by Client, PwC will perform certain bookkeeping Services to advise and assist Client in connection with its preparation of its financial statements or accumulation of other financial statement data and disclosures, account analyses, and reconciliations. PwC will prepare or accumulate such information based upon Client's instructions, using procedures and methods approved by Client. The completeness and accuracy of all information used by PwC as well as the resulting financial statements and other materials prepared by PwC will be reviewed and approved by the member of Client's management team responsible for the information and its use.

PwC's observations and advice on accounting and financial reporting matters do not represent PwC's concurrence, conclusion or opinion. Client should consult with its independent auditors on the application of accounting principles. Any observations PwC makes on what may be the views of the staff of the Securities and Exchange Commission or the independent auditors may be without any prior

discussion with the staff of the Securities and Exchange Commission or the independent auditors and may not reflect their actual views.

2.2 Applicable AICPA Standards:

The consulting Services performed under this SOW will be performed under the AICPA's Standards for Consulting Services. Tax Services will be performed under the AICPA Statements on Standards for Tax Services. The valuation Services that represent an estimate of value will be performed under the AICPA Statement on Standards for Valuation Services. The Accounting Advisory Services for non-audit clients will be performed under the Standards for Reports on the Application of Accounting Principles.

2.3 Deliverables:

PwC's reporting to Client will include oral advice and various written outlines, executive summaries, presentations, memoranda, analysis of issues, and schedules prepared for and delivered to Client in connection with the Services (collectively, "Deliverables"). The Deliverables will also include a written report(s) setting forth the significant matters that came to PwC's attention.

Upon full payment, Client will own all Deliverables prepared for and delivered to it in connection with the Services and have a nonexclusive, non-transferable license to use the embedded PwC Materials (defined below) as part of such Deliverables. PwC will own its working papers, pre-existing materials and software, as well as any general skills, know-how, processes, methodologies, tools, techniques or other intellectual property (including a non-Client specific version of any Deliverables) which PwC may have discovered or created as a result of the Services (collectively, "PwC Materials"). Preliminary advice and draft Deliverables are works in progress and Client should not rely on these until PwC confirms its advice or provides Client with a final Deliverable.

Other than Deliverables, if requested, PwC may provide to Client spreadsheets, electronic materials, software, databases and other tools prepared by PwC to assist it with the engagement. If PwC makes these available to Client, they are provided "as is". PwC will not be responsible for results obtained by anyone other than PwC from the use of those items.

2.5 Client's Responsibilities:

Client is responsible for all management functions and decisions relating to the Services, including, without limitation, evaluation and acceptance of the adequacy of the scope of Services in addressing Client's needs. Client also is responsible for the results achieved from using the Services or Deliverables. Client will designate a competent member of Client's management to oversee the Services. Client will provide reasonable assistance and accurate and complete information, and PwC will perform the Services on that basis. It is Client's responsibility to establish and maintain its internal controls.

Client is responsible for the preparation of its financial statements, tax returns and any proposed acquisition, investment, transfer, disposal or divestment including the process of conducting and structuring any transaction, setting the price, making decisions to purchase, sell or transfer an interest in an entity or any securities or assets and the information provided to third parties in connection therewith.

III. TIMING, FEES AND EXPENSES

Completion of the Services by any agreed upon date is subject to, among other things, appropriate cooperation, obtaining the necessary information and timely responses to inquiries. PwC will advise Client promptly if the Services cannot be completed within the agreed upon time frame.

The fees are based on the time required to complete the engagement. Individual hourly rates vary according to the experience and skill required. The fees for the Services will be based on the following agreed upon hourly rates, which will be revised from time to time. Adjusted rates will be reflected in billings:

Individuals	Hourly Billing Rate
Partner/Principal	\$839 - \$994
Managing Director	\$757 - \$943
Director/Senior Manager	\$715 - \$848
Manager	\$525 - \$661
Senior Associate	\$460 - \$544
Associate	\$415 - \$473
Administrative Services	\$135

A \$25,000 retainer is requested to begin the Services. Actual fees and expenses will be applied against the retainer. Thereafter, PwC will render invoices on a regular basis.

PwC will also bill Client for out-of-pocket expenses, any applicable sales, use, excise or value added tax, and PwC's internal per-ticket charges for booking travel.

Amounts billed for services performed by PwC and the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties.

Unless otherwise agreed by the parties, PwC will invoice Client on a regular basis and Client shall pay each invoice within 15 days after the invoice date. All invoices will be addressed to and payable by Client.

If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or individuals for testimony or interview with respect to the Services, Client will reimburse PwC for PwC's, the PwC Subcontractors' and their respective counsels' expenses and professional time incurred in responding to such a request.

PwC's hourly fees are not contingent upon the consummation of a transaction, or any aspects of the Services and/or Deliverables.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the SOW Effective Date.

PricewaterhouseCoopers LLP

By:  PricewaterhouseCoopers LLP

Name/Title: Daniel Goerlich, Partner

Ditech Holding Corporation

By: _____

Name/Title: _____

Individuals	Hourly Billing Rate
Partner/Principal	\$839 - \$994
Managing Director	\$757 - \$943
Director/Senior Manager	\$715 - \$848
Manager	\$525 - \$661
Senior Associate	\$460 - \$544
Associate	\$415 - \$473
Administrative Services	\$135

A \$25,000 retainer is requested to begin the Services. Actual fees and expenses will be applied against the retainer. Thereafter, PwC will render invoices on a regular basis.

PwC will also bill Client for out-of-pocket expenses, any applicable sales, use, excise or value added tax, and PwC's internal per-ticket charges for booking travel.

Amounts billed for services performed by PwC and the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties.

Unless otherwise agreed by the parties, PwC will invoice Client on a regular basis and Client shall pay each invoice within 15 days after the invoice date. All invoices will be addressed to and payable by Client.

If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or individuals for testimony or interview with respect to the Services, Client will reimburse PwC for PwC's, the PwC Subcontractors' and their respective counsels' expenses and professional time incurred in responding to such a request.

PwC's hourly fees are not contingent upon the consummation of a transaction, or any aspects of the Services and/or Deliverables.

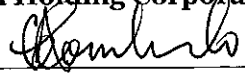
Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representative as of the SOW Effective Date.

PricewaterhouseCoopers LLP

By: _____

Name/Title: _____

Ditech Holding Corporation

By:  _____

Name/Title: JERRY LOMBARDI, CFO