UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): **December 21, 2012**

ALTISOURCE ASSET MANAGEMENT CORPORATION

(Exact name of registrant as specified in its charter)

United States Virgin Islands	**000-54809**	**66-0783125**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

402 Strand St.
Frederiksted, United States Virgin Islands 00840-3531
(Address of principal executive offices)

Registrant's telephone number, including area code: **(340) 692-1055**

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

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

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

On December 21, 2012, Altisource Asset Management Corporation's (the "Company") spin-off from Altisource Portfolio Solutions S.A. ("Altisource") was completed, and shares of the Company began regular trading on the OTCQX market tier operated by OTC Markets Group, Inc. under the symbol "AAMC" on December 24, 2012. The spin-off was effected as a taxable pro rata distribution by Altisource of all of the outstanding shares of common stock of the Company to the shareholders of record of Altisource as of December 17, 2012 (the "Distribution"). The shareholders of Altisource received one share of Company common stock for every ten shares of Altisource common stock held, and will receive cash in lieu of fractional shares.

The Distribution was effected pursuant to the Separation Agreement, dated as of December 21, 2012, between the Company and Altisource (the "Separation Agreement"), which provides, among other things, for the principal corporate transactions required to effect the Distribution and certain other agreements governing the Company's relationship with Altisource after the Distribution.

A copy of the Separation Agreement is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

In connection with the Distribution, the Company and certain of its affiliates entered into certain other agreements with Altisource and certain of its affiliates on December 21, 2012 to govern the terms of the Distribution and to define the ongoing relationship between the Company and Altisource following the Distribution, including with respect to tax liabilities, support services and continuing commercial arrangements. Those agreements include:

- Support Services Agreement, between the Company and Altisource Solutions S.à r.l. ("Altisource Solutions"), a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.
- Tax Matters Agreement, between the Company and Altisource Solutions, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.
- Asset Management Agreement, between the Company, Altisource Residential, L.P. and Altisource Residential Corporation ("Residential"), a copy of which is attached hereto as Exhibit 10.3 and is incorporated herein by reference.
- Trademark License Agreement, between the Company and Altisource Solutions, a copy of which is attached hereto as Exhibit 10.4 and is incorporated herein by reference.
- Subscription Agreement, between the Company and NewSource Reinsurance Company Ltd. ("NewSource"), a copy of which is attached hereto as Exhibit 10.5 and is incorporated herein by reference.
- Technology Products Services Agreement, between the Company and Altisource Solutions, a copy of which is attached hereto as Exhibit 10.6 and is incorporated herein by reference.

A brief description of the Separation Agreement and each of the other foregoing agreements (other than Exhibit 10.5, which is described below) is incorporated by reference to the Company's Amendment No. 3 to the Registration Statement on Form 10-12G, filed on December 5, 2012 (File No. 000-54809) (the "Registration Statement").

Subscription Agreement and Shareholders' Agreement

On December 21, 2012, the Company entered into a subscription agreement to purchase 2,000,000 common shares, par value $1.00, of NewSource for $2,000,000. The Company expects to consummate the purchase of such shares within the next several days. In connection with the consummation of such purchase, the Company intends to enter into a Shareholders' Agreement with ARNS (a wholly-owned indirect subsidiary of Residential) and NewSource with respect to the ownership and transfer of the common shares, par value $1.00 (all held by the Company), and preferred shares, par value $1.00 (all held by ARNS), of NewSource (the "NewSource Shares"). Under the Shareholders' Agreement, ARNS and the Company will agree to certain conditions and restrictions on the ownership and transfer of the NewSource Shares, including the following:

- In general, NewSource shares may not be transferred without the prior written consent of the Company.
- Each NewSource shareholder may transfer its NewSource Shares to their affiliates at any time.

- *Tag-Along Rights*. If the Company proposes to transfer any or all of its NewSource Shares, ARNS has the right, subject to certain conditions, to sell its NewSource Shares to the purchaser of the Company's NewSource Shares.
- *Drag-Along Rights*. If the Company approves a bona fide offer from a person or group of persons that would result in a change of control of NewSource, the Company has the right, but not the obligation, to require ARNS to tender to purchase to such person or group of persons a certain percentage of its NewSource Shares upon the same terms and conditions as apply to the Company.

The Shareholders' Agreement will terminate upon the earlier of (i) any underwritten initial public offering of NewSource or (ii) the execution of a written agreement by each of the shareholders to terminate the Shareholders' Agreement.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(b)

Departure of Directors and Officers

On December 21, 2012 the following actions were taken with respect to the resignation of certain executive officers and directors of the Company:

William B. Shepro, Kevin J. Wilcox and Michelle D. Esterman resigned as directors of the Company.

William B. Shepro resigned as President of the Company.

Michelle D. Esterman resigned as Treasurer of the Company.

(c)

Appointment of Officers

On December 21, 2012 the following actions were taken with respect to the appointment and continued employment of certain executive officers of the Company:

Ashish Pandey, age 37, was appointed Chief Executive Officer of the Company.

Pursuant to his employment arrangement, Mr. Pandey will receive, among other things, (i) a base salary of $325,000, (ii) a target incentive bonus opportunity of $325,000, dependent on performance, and (iii) standard relocation costs and benefits in connection with his relocation to St. Croix, U.S. Virgin Islands. Mr. Pandey also received a restricted stock award representing 46,745 shares of common stock of the Company, subject to the vesting requirements set forth in the 2012 Equity Incentive Plan of the Company described in the Registration Statement.

Mr. Pandey's employment and educational history is described below in Item 5.02(d), "Election of Directors."

There are no family relationships among Mr. Pandey and any of the Company's directors and executive officers.

Rachel M. Ridley, age 34, has already been appointed and will continue to serve as Chief Financial Officer of the Company.

Pursuant to her employment arrangement, Ms. Ridley will receive, among other things, (i) a base salary of $210,000, (ii) a target incentive bonus opportunity of $90,000, dependent on performance, and (iii) standard relocation costs and benefits in connection with his relocation to St. Croix, U.S. Virgin Islands. Ms. Ridley also received a restricted stock award representing 8,765 shares of common stock of the Company, subject to the vesting requirements set forth in the 2012 Equity Incentive Plan of the Company described in the Registration Statement.

Prior to joining the Company, Ms. Ridley served as Senior Manager in Assurance Services, Asset Management for PricewaterhouseCoopers LLC, an accounting firm, since 2008 and various positions within PwC from 2000 to 2008. Ms. Ridley is a Certified Public Accountant (Maryland). She holds a Bachelor of Business Administration from Emory University and a Master in Professional Accounting from the University of Texas at Austin.

There are no family relationships among Ms. Ridley and any of the Company's directors and executive officers.

(d)

Election of Directors

Ashish Pandey. Mr. Pandey was appointed to the Board of Directors of the Company on December 21, 2012. Prior to joining the Company, Mr. Pandey served as the Chief Executive Officer of Correspondent One, an affiliate of Altisource engaged in the acquisition and secondary marketing of government loans. He previously served as Executive Vice President of Ocwen Financial Corporation ("Ocwen") from July 2008 to August 2011 and was responsible for the oversight of asset management vehicles and capital deployment for mortgage servicing portfolio acquisitions for Ocwen. He served as Treasurer and Director of Corporate Strategy from February 2005 to July 2008 for Ocwen. From May 2002 to October 2003, Mr. Pandey served as an Associate Consultant with Tata Strategic Management Group. He holds a Bachelor's of Science in Engineering from the S.G.S. Institute of Technology and Science and a Masters of Business Administration from the Indian Institute of Management.

Paul T. Bossidy. Mr. Bossidy was appointed to the Board of Directors of the Company on December 21, 2012. Mr. Bossidy was also appointed to the Audit Committee, Compensation Committee and Nomination/Governance Committee of the Board of Directors. Mr. Bossidy has served as President and Chief Executive Officer of Clayton Holdings LLC ("Clayton") since October 2008 and is responsible for the overall strategic direction and operating results of the business. Clayton is a privately-held provider of risk management services to the mortgage industry. Mr. Bossidy also serves on the Board of Directors of Infinia Corporation, a solar energy technology company and the developer of a proprietary solar power generation product that converts solar energy into electricity. Prior to joining Clayton, Mr. Bossidy was a Senior Operations Executive and Operations Partner at Cerberus Capital Management LP, a real estate investment fund, from 2006 to 2008. Prior to that, Mr. Bossidy served in various executive appointments for General Electric Company from 1993 to 2006, including General Manager of Corporate Business Development, President of the Refrigerator Product Line within GE Appliances Division, President and Chief Executive Officer of GE Lighting (North America), President and Chief Executive Officer of GE Vendor Financial Services, President and Chief Executive Officer of GE Commercial Equipment Financing and President and Chief Executive Officer of GE Capital Solutions Group. He is a Certified Public Accountant and a Certified Six Sigma Black Belt. Mr. Bossidy holds a Bachelor of Arts from Williams College in Williamstown, Massachusetts, a Master in Accounting from New York University in New York, New York and a Master of Business Administration with concentrations in Finance and Marketing from Columbia University Graduate School of Business in New York, New York.

Cindy Gertz. Ms. Gertz was appointed to the Board of Directors of the Company on December 21, 2012. Ms. Gertz was also appointed to the Audit Committee and Nomination/Governance Committee of the Board of Directors. Ms. Gertz has served as a consultant since 2011 for clients involved with the development of housing policy regulations, as well as for large lenders impacted by proposed regulations and potential changes to the housing finance system. Previously, Ms. Gertz served as Director of Operations, Homeownership Preservation Office from 2009 to 2011 for the Department of the Treasury, Office of Financial Stability. From 2000 to 2002, Ms. Gertz served as Chief Financial Officer and Treasurer of Public Broadcasting Service (PBS) in Alexandria, Virginia. Ms. Gertz served in various executive appointments for Freddie Mac in McLean, Virginia from 1984 to 1999, including Vice President, Shareholder Relations, Vice President, Division Controller and Vice President, Corporate Planning. Before joining Freddie Mac, Ms. Gertz served in financial management posts at Texas Instruments in Houston, Texas. Ms. Gertz

holds a Bachelor of Arts with Distinction from the University of Colorado in Boulder, Colorado and a Master of Business Administration from the University of Michigan in Ann Arbor, Michigan.

Dale Kurland. Ms. Kurland was appointed to the Board of Directors of the Company on December 21, 2012. Ms. Kurland was also appointed to the Compensation Committee and Nomination/Governance Committee of the Board of Directors. Ms. Kurland is the founder and President of Classic Strategies Group, LLC ("CSG"), a private company founded in 2004 which provides mergers and acquisition consulting services to mortgage banking executives. Prior to forming CSG, Ms. Kurland served as President of DK Advisory Services, Inc., the predecessor to CSG. Prior to joining DK Advisory Services, Ms. Kurland was the head of Bear Stearns' Mortgage Banking Mergers and Acquisitions Group where she advised clients on the purchase and sale of mortgage companies and mortgage servicing portfolios. Ms. Kurland served on the Board of Directors of Lender Services, Inc. until the sale of the company to Fidelity National Financial in February 2003. Ms. Kurland holds a Bachelor of Arts from Skidmore College in Saratoga Springs, New York.

Salah Saabneh. Mr. Saabneh was appointed to the Board of Directors of the Company on December 21, 2012. Mr. Saabneh was also appointed to the Audit Committee and Compensation Committee of the Board of Directors. Mr. Saabneh is a founding partner at Manikay Partners, LLC, an investment management firm and has served as a senior member of the Manikay Partner's event-driven and special situations investment team since 2008. Prior to joining Manikay Partners, Mr. Saabneh served from 2005 to 2008 as Director, Securitized Products and Special Situations, at Angelo, Gordon & Co, a privately held registered investment advisor. Previously, Mr. Saabneh was a senior banker at ING Financial Markets LLC and UBS Warburg LLC and was involved in structuring and underwriting a wide range of securitization transactions and asset-backed financings. Mr. Saabneh practiced corporate and finance law with Sidley & Austin in New York City and London. Mr. Saabneh holds a Bachelor of Laws from Hebrew University in Jerusalem, a Master of Laws from Georgetown University in Washington, D.C. and a Master of Business Administration from Columbia University in New York, New York.

Robert C. Schweitzer. Mr. Schweitzer was appointed to the Board of Directors of the Company on December 21, 2012. Mr. Schweitzer was also appointed to the Audit Committee of the Board of Directors. Mr. Schweitzer has over 35 years of experience in the financial services industry in various positions of increasing responsibility. Mr. Schweitzer also serves as Chairman of the Board of PetMeds (NASDAQ:PETS). In his financial services career, in addition to managing major line organizations, Mr. Schweitzer has successfully managed several acquisition and turnaround situations. Mr. Schweitzer served as President and Chief Operating Officer of Shay Investment Services, Inc., a registered broker-dealer, from 2007 to 2012 and was responsible for managing all aspects of the firm. Prior to joining Shay, from 2004 to 2006, Mr. Schweitzer served as the Florida Regional President of Northwest Savings Bank following its acquisition of Equinox Bank, where he was President and Chief Executive Officer. From 1999 to 2003, Mr. Schweitzer served as Regional President of Union Planters Bank for the Broward and Palm Beach counties Florida markets, and from 1993 to 1999 he served as Executive Vice President and Head of Commercial Banking for Barnett Bank/NationsBank/Bank of America in Jacksonville, Florida. Mr. Schweitzer also held the positions of Director and Head of Real Estate Consulting for Coopers & Lybrand in Washington, D.C., from 1991 to 1993, Senior Vice President/Manager of Central North America Commercial Real Estate as well as Manager of Domestic Credit Review for the First National Bank of Chicago from 1985 to 1991 and Senior Vice President/Manager of Central North America Banking for Wachovia Bank from 1975 to 1985. Mr. Schweitzer served in the United States Navy in the Submarine Force and Navy Reserve for 30 years and retired with a rank of Captain. Mr. Schweitzer holds a Bachelor of Science from the United States Naval Academy in Annapolis, Maryland and a Master of Business Administration from the University of North Carolina in Chapel Hill, North Carolina.

(e)

Compensatory Arrangements

In connection with the Company's separation from Altisource, on December 21, 2012, the Company adopted (i) the 2012 Equity Incentive Plan, a copy of which is attached hereto as Exhibit 10.7 and is incorporated herein by reference and (ii) the 2012 Special Equity Incentive Plan, a copy of which is attached hereto as Exhibit 10.8 and is incorporated herein by reference. A brief description of each of the foregoing is incorporated herein by reference to

the Registration Statement. Pursuant to the 2012 Equity Incentive Plan, Ashish Pandey, the Company's Chief Executive Officer, received options to acquire approximately 3,003 shares of common stock upon conversion of his Altisource options in the Distribution, in addition to the restricted stock units described above under Item 5.02(c), "Appointment of Officers." Rachel M. Ridley, the Company's Chief Financial Officer, received the restricted stock award described above under Item 5.02(c), "Appointment of Officers." Stephen H. Gray, the General Counsel and Secretary of the Company, received a restricted stock award representing 8,765 shares of common stock of the Company, subject to the vesting requirements set forth in the 2012 Equity Incentive Plan of the Company described in the Registration Statement.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

(a)

On December 3, 2012, the Company adopted the Amended and Restated Articles of Incorporation of the Company, previously filed as Exhibit 3.1 to the Registration Statement, the purpose of which was to increase the number of shares of authorized stock to 6,000,000 shares, of which 5,000,000 are shares of common stock, par value $0.01, and 1,000,000 are shares of preferred stock, par value $0.01 (an increase from the total of 100,000 shares of all classes of stock, par value $0.01, that were previously authorized).

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Number	Description
2.1	Separation Agreement, dated as of December 21, 2012, between Altisource Asset Management Corporation and Altisource Portfolio Solutions S.A.
10.1	Support Services Agreement, dated as of December 21, 2012, between Altisource Asset Management Corporation and Altisource Solutions S.à r.l.
10.2	Tax Matters Agreement, dated as of December 21, 2012, between Altisource Asset Management Corporation and Altisource Solutions S.à r.l.
10.3	Asset Management Agreement, dated as of December 21, 2012, between Altisource Residential Corporation, Altisource Residential, L.P. and Altisource Asset Management Corporation
10.4	Trademark License Agreement, dated as of December 21, 2012, between Altisource Asset Management Corporation and Altisource Solutions S.à r.l.
10.5	Subscription Agreement, dated as of December 21, 2012, between Altisource Asset Management Corporation and NewSource Reinsurance Company Ltd.
10.6	Technology Products Services Agreement, between Altisource Asset Management Corporation and Altisource Solutions S.à r.l.
10.7	Altisource Asset Management Corporation 2012 Equity Incentive Plan.
10.8	Altisource Asset Management Corporation 2012 Special Equity Incentive Plan.

SIGNATURE

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

By: /s/ Rachel M. Ridley
Name: Rachel M. Ridley
Title: Chief Financial Officer

Dated: December 28, 2012

EXHIBIT 2.1

SEPARATION AGREEMENT

By and Between

ALTISOURCE PORTFOLIO SOLUTIONS S.A.

and

ALTISOURCE ASSET MANAGEMENT CORPORATION

Dated as of December 21, 2012

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

SEPARATION AGREEMENT

SEPARATION AGREEMENT, dated as of December 21, 2012, between ALTISOURCE PORTFOLIO SOLUTIONS S.A., a public limited liability company organized under the laws of the Grand Duchy of Luxembourg ("ALTISOURCE") and ALTISOURCE ASSET MANAGEMENT CORPORATION, a U.S. Virgin Islands corporation and a subsidiary of ALTISOURCE) ("AAMC"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I.

R E C I T A L S

WHEREAS, the board of directors of ALTISOURCE has determined that it is in the best interests of ALTISOURCE and its shareholders to have the ALTISOURCE Business operate separately from the AAMC Business, to contribute the AAMC Business to AAMC, and to distribute all of the outstanding capital stock of AAMC to the shareholders of ALTISOURCE;

WHEREAS, ALTISOURCE and AAMC have prepared, and AAMC has filed with the Commission, the Form 10, which includes the Information Statement and sets forth disclosure concerning AAMC and the Distribution; and

WHEREAS, in connection with the foregoing and to set forth certain aspects of their ongoing relationship after the Separation and the Distribution, the Parties, and certain of their respective Subsidiaries and Affiliates, are entering into this Agreement and the Ancillary Agreements.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties agree as follows:

ARTICLE I

Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

"AAMC" has the meaning set forth in the caption.

"AAMC Business" means the business and operations of AAMC and its Subsidiaries conducted (i) prior to the Separation, by ALTISOURCE and certain members of the ALTISOURCE Group, and (ii) from and after the Separation, by the AAMC Group, including the businesses contributed by ALTISOURCE to AAMC pursuant to Article II.

"AAMC Common Stock" means the common stock, $0.01 par value per share, of AAMC.

"AAMC Employees" has the meaning set forth in Section 3.01.

"AAMC Group" means AAMC and any Subsidiary of AAMC immediately after the Distribution, if any.

"AAMC Indemnitees" has the meaning set forth in Section 6.03.

"AAMC Stock Options" has the meaning set forth in Section 3.04(a).

"Action" means any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any federal, state, local, foreign or international arbitration or mediation tribunal.

"Adjusted ALTISOURCE Stock Options" has the meaning set forth in Section 3.04(a).

"Affiliate" of any Person means a Person that controls, is controlled by or is under common control with such Person. As used herein, "control" of any entity means the possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

"Agent" means the distribution agent appointed by ALTISOURCE to distribute the shares of AAMC Common Stock held by ALTISOURCE pursuant to the Distribution.

"Agreement" means this Separation Agreement.

"ALTISOURCE" has the meaning set forth in the caption.

"ALTISOURCE Business" means (a) the business and operations of ALTISOURCE and its Subsidiaries and other Affiliates immediately after the Distribution and (b) except as otherwise expressly provided herein, any terminated, divested or discontinued businesses or operations of ALTISOURCE and its Subsidiaries and other Affiliates.

"ALTISOURCE Common Stock" means the common stock, $1.00 par value per share, of ALTISOURCE.

"ALTISOURCE Group" means ALTISOURCE and each of its Subsidiaries and other Affiliates immediately after the Distribution.

"ALTISOURCE Indemnitees" has the meaning set forth in Section 6.02.

"ALTISOURCE Stock Options" has the meaning set forth in Section 3.04(a).

"Ancillary Agreements" means the Services Agreement, the Tax Matters Agreement, the License Agreement, the Technology Products and Services Agreement and any instruments, assignments and other documents and agreements executed in connection with the implementation of the transactions contemplated by this Agreement, including Article II.

"Assets" means assets, properties and rights (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following:

(a) all accounting and other books, records and files, whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form;

(b) all apparatus, computers and other electronic data processing equipment, fixtures, machinery, furniture, office and other equipment, and other tangible personal property;

(c) all interests in real property of whatever nature, including easements, whether as owner, mortgagee or holder of a security interest in real property, lessor, sublessor, lessee, sublessee or otherwise;

(d) all interests in any capital stock or other equity interests of any Subsidiary or any other Person; all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; and all other investments in securities of any Person;

(e) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products and other contracts, agreements or commitments and all rights arising thereunder;

(f) all letters of credit, performance bonds and other surety bonds;

(g) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals and materials and analyses prepared by consultants and other third parties;

(h) all domestic and foreign patents, copyrights, trade names, domain names, trademarks, service marks, registrations and applications for any of the foregoing, databases, mask works, Information, inventions (whether or not patentable or patented), processes, know-how, procedures, other proprietary information, and licenses from third parties granting the right to use any of the foregoing;

(i) all computer applications, programs and other software, including operating software, network software, firmware, middleware, design software, design tools, systems documentation, manuals and instructions;

(j) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations

and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents;

(k) all prepaid expenses, trade accounts and other accounts and notes receivables;

(l) all claims or rights against any Person arising from the ownership of any Asset, all rights in connection with any bids or offers and all claims, choses in action or similar rights, whether accrued or contingent;

(m) all rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;

(n) all licenses (including radio and similar licenses), permits, approvals and authorizations that have been issued by any Governmental Authority;

(o) cash or cash equivalents, bank accounts, lock boxes and other deposit arrangements; and

(p) interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements.

"Assigned Contract" means (a) any contract that in ALTISOURCE's sole judgment relates exclusively to the AAMC Business and (b) with respect to any contract that relates, but does not in ALTISOURCE's sole judgment relate exclusively, to the AAMC Business ("Partial Assigned Contracts"), the portion, if any, of such Partial Assigned Contract that, in ALTISOURCE's sole judgment, relates to the AAMC Business (the "AAMC Portion").

"Assignee" has the meaning set forth in Section 2.04(b).

"Code" means the Internal Revenue Code of 1986, as amended.

"Commission" means the U.S. Securities and Exchange Commission.

"Consents" means any consents, waivers or approvals from, or notification requirements to, any Person other than a member of either Group.

"Distribution" means the distribution by ALTISOURCE to the Record Holders of all the outstanding shares of AAMC Common Stock owned by ALTISOURCE on the Distribution Date on a pro rata basis.

"Distribution Date" means the date determined in accordance with Section 4.02 on which the Distribution occurs.

"Escalation Notice" has the meaning set forth in Section 8.02.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

"Existing AAMC Plans" has the meaning set forth in Section 3.01.

"Existing ALTISOURCE Plans" has the meaning set forth in Section 3.01.

"Form 10" means the registration statement on Form 10 filed by AAMC with the Commission to effect the registration of AAMC Common Stock pursuant to the Exchange Act in connection with the Distribution, as such registration statement may be amended or supplemented from time to time.

"Governmental Approvals" means any notices, reports or other filings to be given to or made with, or any consents, registrations, approvals, permits or authorizations to be obtained from, any Governmental Authority.

"Governmental Authority" shall mean any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official or other legislative, judicial, regulatory, administrative or governmental authority.

"Group" means either the ALTISOURCE Group or the AAMC Group, as the context requires.

"Indemnifying Party" has the meaning set forth in Section 6.05(a).

"Indemnitee" has the meaning set forth in Section 6.05(a).

"Indemnity Payment" has the meaning set forth in Section 6.05(a).

"Information" means information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, algorithms, computer programs or other software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memos and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data.

"Information Statement" means the Information Statement sent to each Record Holder in connection with the Distribution.

"Insurance Policies" means the insurance policies written by insurance carriers, including those (if any) affiliated with ALTISOURCE, pursuant to which AAMC or one or more of its Subsidiaries after the Distribution Date (or their respective officers or directors) will be insured or self-insured parties after the Distribution Date.

"Insurance Proceeds" means those monies:

(a) received by an insured (or its successor-in-interest) from an insurance carrier;

(b) paid by an insurance carrier on behalf of the insured (or its successor-in-interest); or

(c) received (including by way of set off) from any third party in the nature of insurance, contribution or indemnification in respect of any Liability;

in any such case net of any applicable premium adjustments (including reserves and retrospectively rated premium adjustments) and net of any costs or expenses incurred in the collection thereof.

"Intercompany Accounts" has the meaning set forth in Section 2.03(a).

"Liabilities" means any and all claims, debts, demands, actions, causes of action, suits, damages, obligations, accruals, accounts payable, reckonings, bonds, indemnities and similar obligations, agreements, promises, guarantees, make whole agreements and similar obligations, and other liabilities and requirements, including all contractual obligations, whether absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any law, rule, regulation, Action, threatened or contemplated Action (including the costs and expenses of demands, assessments, judgments, settlements and compromises relating thereto and attorneys' fees and any and all costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any such Actions or threatened or contemplated Actions), order or consent decree of any Governmental Authority or any award of any arbitrator or mediator of any kind, and those arising under any contract, commitment or undertaking, including those arising under this Agreement or any Ancillary Agreement, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person), of any nature or kind, whether or not the same would properly be reflected on a balance sheet.

"License Agreement" means the Trademark License Agreement to be entered into between Solutions and AAMC.

"OTC" means the OTC market.

"Party" shall mean either party hereto, and "Parties" shall mean both parties hereto.

"Person" means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority.

"Post-Distribution Stock Options" has the meaning set forth in Section 3.04(a).

"Record Date" means the close of business on the date determined by the ALTISOURCE board of directors as the record date for determining the shares of ALTISOURCE Common Stock.

"Record Holders" means holders of record as of the Record Date of all of the shares of ALTISOURCE Common Stock that were outstanding on the Record Date.

"Separation" means (a) any actions to be taken pursuant to Article II and (b) if not addressed by Article II, any transfers of Assets and any assumptions of Liabilities, in each case, between a member of one Group and a member of the other Group, provided for in this Agreement or any Ancillary Agreement.

"Services Agreement" means the Support Services Agreement dated as of the Distribution Date between Solutions and AAMC.

"Solutions" means Altisource Solutions S.à r.l., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg and a wholly-owned subsidiary of ALTISOURCE.

"Specified Documents" means the Form 10, the Information Statement and any other registration statement filed with the Commission in connection with the Distribution by or on behalf of AAMC or any other member of the AAMC Group.

"Subsidiary" of any Person means any corporation or other organization whether incorporated or unincorporated of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; provided, however, that no Person that is not directly or indirectly wholly owned by any other Person shall be a Subsidiary of such other Person unless such other Person controls, or has the right, power or ability to control, that Person.

"Tax Matters Agreement" means the Tax Matters Agreement to be entered into between Solutions and AAMC.

"Taxes" has the meaning set forth in the Tax Matters Agreement.

"Technology Products and Services Agreement" means the Technology Products and Services Agreement dated as of the Distribution Date between Solutions and AAMC.

"Third Party Claim" means any assertion by a Person (including any Governmental Authority) who is not a member of the ALTISOURCE Group or the AAMC Group of any claim, or the commencement by any such Person of any Action, against any member of the ALTISOURCE Group or the AAMC Group.

"Transaction Indemnitees" has the meaning set forth in Section 6.04.

"Transaction Third Party Claim" has the meaning set forth in Section 6.04.

"Transfer" means to sell, assign, transfer, convey and/or deliver.

ARTICLE II

The Separation

Section 2.01 Separation Transactions. On or prior to the Distribution Date, ALTISOURCE shall, and shall cause AAMC and each other Subsidiary and controlled Affiliate of ALTISOURCE to, effect each of the transactions and Transfers set forth on Schedule I, which transactions and Transfers shall be accomplished substantially in the order described on and subject to the limitations set forth on Schedule I, in each case, with such modifications, if any, as ALTISOURCE shall determine are necessary or desirable for efficiency or similar purposes.

Section 2.02 Certain Agreements Govern. Each of ALTISOURCE and AAMC agrees on behalf of itself and its Subsidiaries that the provisions of the Tax Matters Agreement shall exclusively govern the allocation of Assets and Liabilities related to Taxes.

Section 2.03 Termination of Agreements.

(a) Except as set forth in Section 2.03(b), in furtherance of the releases and other provisions of Section 6.01, each of AAMC, on the one hand, and ALTISOURCE, on the other hand, shall terminate, or cause to be terminated, effective as of the Distribution Date, any and all agreements, arrangements, commitments and understandings (including all intercompany accounts payable or accounts receivable ("Intercompany Accounts") accrued as of the Distribution Date) whether or not in writing, between or among AAMC and/or any other member of the AAMC Group, on the one hand, and ALTISOURCE and/or any other member of the ALTISOURCE Group, on the other hand. No such terminated Intercompany Account, agreement, arrangement, commitment or understanding (including any provision thereof that purports to survive termination) shall be of any further force or effect after the Distribution Date.

(b) The provisions of Section 2.03(a) shall not apply to any of the following agreements, arrangements, commitments, understandings or Intercompany Accounts (or to any of the provisions thereof): (i) this Agreement and the Ancillary Agreements (and each other agreement, arrangement, commitment, understanding or Intercompany Account expressly contemplated by this Agreement or any Ancillary Agreement to be entered into by either Party or any other member of its Group); and (ii) any other agreements, arrangements, commitments, understandings or Intercompany Accounts set forth on Schedule 2.03(b).

Section 2.04 Transfer of Agreements; Consent. On or prior to the Distribution Date:

(a) Subject to the provisions of this Section 2.04 and the terms of the Ancillary Agreements, with respect to Partial Assigned Contracts, (i) ALTISOURCE shall use reasonable efforts to cause each such Partial Assigned Contract to be divided into separate contracts for each of the ALTISOURCE Business and the AAMC Business or (ii) if such a division is not possible, ALTISOURCE shall cause the AAMC Portion of such Partial Assigned Contract to be assigned to AAMC, or otherwise to cause the same economic and business terms to govern with respect to such AAMC Portion (by subcontract, sublicense or otherwise).

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assigned Contract, in whole or in part, or any rights thereunder if the agreement to assign or attempt to assign, without the consent of a third party, would constitute a breach thereof or in any way adversely affect the rights of the assignor or the assignee (the "Assignee") thereof. Until such consent is obtained, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of any party hereto so that the Assignee would not, in fact, receive all such rights, the parties will cooperate with each other in any alternative arrangement designed to provide for the Assignee the benefits of, and to permit the Assignee to assume liabilities under, any such Assigned Contract. The Parties shall use commercially reasonable efforts (which shall not require the payment of money to the counterparty to any such Assigned Contract) to obtain required consents to assignment of Assigned Contracts hereunder.

Section 2.05 Certain Licenses and Permits. On or prior to the Distribution Date, all licenses, permits and authorizations issued by Governmental Authorities which exclusively relate to the AAMC Business but which are held in the name of ALTISOURCE or any of its Subsidiaries (other than AAMC or any of its Subsidiaries), or any of their respective employees, officers, directors, stockholders, agents, or otherwise, on behalf of AAMC (or its Subsidiaries) shall, to the extent Transferable and to the extent not requiring a consent, approval or authorization for such Transfer, be Transferred by ALTISOURCE to AAMC (or its Subsidiaries).

Section 2.06 Intentionally Omitted.

Section 2.07 Disclaimer of Representations and Warranties Each of ALTISOURCE (on behalf of itself and each other member of the ALTISOURCE Group) and AAMC (on behalf of itself and each other member of the AAMC Group) understands and agrees that, except as expressly set

forth herein or in any Ancillary Agreement, no party to this Agreement, any Ancillary Agreement or any other agreement or document contemplated by this Agreement or any Ancillary Agreement, is representing or warranting in any way as to any Assets, businesses or Liabilities transferred or assumed as contemplated hereby or thereby, as to any consents or approvals required in connection therewith, as to the value or freedom from any security interests of, or any other matter concerning, any Assets of such party, or as to the absence of any defenses or right of setoff or freedom from counterclaim with respect to any claim or other asset, including any accounts receivable, of any such party, or as to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any asset or thing of value upon the execution, delivery and filing hereof or thereof. Except as may expressly be set forth herein or in any Ancillary Agreement, any such assets are being transferred on an "as is," "where is" basis, and the respective transferees shall bear the economic and legal risks that (a) any conveyance shall prove to be insufficient to vest in the transferee good and marketable title, free and clear of any security interest, and (b) any necessary Governmental Approvals or other Consents are not obtained or that any requirements of laws or judgments are not complied with.

Section 2.08 Inadvertent or Incorrect Transfers or Omissions of Assets or Liabilities.

(a) In the event that it is discovered after the Distribution that there was an inadvertent or incorrect omission of the Transfer or assignment by or on behalf of one Party to or on behalf of the other Party of any Asset or Liability that, in the sole judgment of ALTISOURCE, had the Parties given specific consideration to such Asset or Liability prior to the Distribution, would have otherwise been listed on an appropriate Schedule hereto or otherwise caused to be so Transferred or assigned pursuant to this Agreement or any Ancillary Agreement, then upon such a determination by ALTISOURCE, the Parties shall promptly effect such Transfer or assignment of such Asset or Liability, without payment of separate consideration therefor.

(b) In the event that it is discovered after the Distribution that there was an inadvertent or incorrect Transfer or assignment by or on behalf of one Party to or on behalf of the other Party of any Asset or Liability that, in the sole judgment of ALTISOURCE, had the Parties given specific consideration to such Asset or Liability prior to the Distribution, would have otherwise not been listed on an appropriate Schedule hereto or otherwise would not have been so Transferred or assigned pursuant to this Agreement or any Ancillary Agreement, then upon such a determination by ALTISOURCE, the Parties shall promptly unwind such Transfer or assignment of such Asset or Liability and return such Asset to, or cause the assumption of such Liability by, the appropriate Party, without payment of separate consideration therefor.

(c) The Parties hereby agree that to the extent any such Transfer or assignment, or any such unwind of Transfer of assignment, as provided pursuant to Section 2.08(a) or Section 2.08(b) above, is effected after the Distribution Date, such Transfer or assignment or such unwind of Transfer or assignment shall be given effect for all purposes as if such action had occurred as of the Distribution Date.

ARTICLE III

Employee Matters

Section 3.01 General Allocation of Assets and Liabilities for Existing Plans. Except as otherwise specifically provided herein, from and after the Distribution, (a) ALTISOURCE shall retain, or shall cause the applicable other members of the ALTISOURCE Group or its or their applicable employee benefit plans to retain, sponsorship of, and all Assets and Liabilities arising out of or relating to, all employment, compensation and employee benefits-related plans, programs, agreements and arrangements sponsored or maintained by ALTISOURCE or any of its Subsidiaries (other than AAMC and its Subsidiaries) immediately prior to the Distribution (collectively, the "Existing ALTISOURCE Plans") and (b) AAMC shall retain, or shall cause the applicable other members of the AAMC Group or its or their applicable employee benefit plans to retain, sponsorship of, and all Assets and Liabilities arising out of or relating to, all employment, compensation and employee benefits-related plans, programs, agreements and arrangements sponsored or maintained by AAMC or any of its Subsidiaries immediately prior to the Distribution, if any (collectively, the "Existing AAMC Plans").

Section 3.02 Cessation of Participation in ALTISOURCE Plans. Except as otherwise expressly provided herein, as of the Distribution, each employee of AAMC or any of its Subsidiaries (whether or not on disability or any other leave of absence), after giving effect to

the Distribution, (collectively, the "AAMC Employees") shall immediately cease to be eligible for and participate actively in any Existing ALTISOURCE Plan.

Section 3.03 Adoption of New AAMC Plans. Except as otherwise expressly provided herein, in connection with the Distribution, AAMC shall provide, or shall cause to be provided, compensation and employee benefits to the AAMC Employees under one or more existing or newly adopted employee benefit plans, programs or arrangements. Except as otherwise expressly provided herein, AAMC shall be solely responsible for all Liabilities arising out of or relating to such plans, programs and arrangements.

Section 3.04 Stock Options. (a) Subsequent to the effectiveness of the Form 10, but prior to the consummation of the Distribution, and subject to the consummation of the Distribution, each option to purchase ALTISOURCE Common Stock ("ALTISOURCE Stock Options") granted and outstanding under the 2009 Equity Incentive Plan of ALTISOURCE ("ALTISOURCE Option Plan") shall remain granted and outstanding and shall not, and ALTISOURCE shall cause (to the maximum extent permitted under the ALTISOURCE Option Plan) the ALTISOURCE Stock Options not to, terminate, accelerate or otherwise vest as a result of the Distribution, and each holder thereof immediately prior to the Distribution will be entitled to the following, determined in a manner in accordance with, and subject to, the ALTISOURCE Option Plan, FAS123R and Section 409A of the Code: (i) an option to acquire a number of shares of AAMC Common Stock equal to the product of (x) the number of shares of ALTISOURCE Common Stock subject to the ALTISOURCE Stock Option held by such holder on the Distribution Date and (y) the distribution ratio of one (1) share of AAMC Common Stock for every ten (10) shares of ALTISOURCE Common Stock (the "AAMC Stock Options"), with an exercise price to be determined in a manner consistent with this Section 3.04 and (ii) the adjustment of the exercise price of such holder's ALTISOURCE Stock Option, to be determined in a manner consistent with this Section 3.04 (the "Adjusted ALTISOURCE Stock Options") (the AAMC Stock Options and the Adjusted ALTISOURCE Stock Options, together, the "Post-Distribution Stock Options").

(b) The option exercise price of the AAMC Stock Options and the Adjusted ALTISOURCE Stock Options shall be set in accordance with Treasury Regulation Section 1.409A-1(b)(5)(v)(D), to maintain the intrinsic value of the ALTISOURCE Stock Options as of the Distribution Date, and

to maintain the ratio of exercise price to fair market value of the ALTISOURCE Stock Options and the Post-Distribution Stock Options.

(c) Each of ALTISOURCE and AAMC intends that, subsequent to the Distribution, AAMC shall establish, or shall cause to be established, one or more equity incentive or similar plans that will allow or provide for the issuance of restricted stock, new options (or other equity-based awards) to acquire AAMC Common Stock, or other equity awards on such terms, and subject to such conditions (including, without limitation, as to eligibility, vesting and performance criteria), as AAMC may decide in its sole discretion.

Section 3.05 Form S-8. Subsequent to the effectiveness of the Form 10, but prior to the consummation of the Distribution, AAMC shall prepare and file with the Commission a registration statement on Form S-8 (or another appropriate form) registering a number of shares of AAMC Common Stock equal to the number of shares subject to the options

to purchase AAMC Common Stock resulting from the actions contemplated in Section 3.04 above and under any new equity incentive or similar plan. AAMC shall use its reasonable best efforts to cause any such registration statement to be effective (and the current status of the prospectus or prospectuses required thereby shall be maintained) as long as any such options to purchase AAMC Common Stock may remain outstanding.

Section 3.06 Section 16. The Parties shall take all reasonable steps as may be required to cause the transactions contemplated by this Article III and any other acquisitions of AAMC equity securities (including derivative securities) or dispositions of ALTISOURCE equity securities (including derivative securities) in connection with this Agreement by each individual who is a director or officer of ALTISOURCE or AAMC subject to Section 16 of the Exchange Act to be exempt under Rule 16b-3 promulgated under the Exchange Act.

ARTICLE IV

Actions Pending the Distribution

Section 4.01 Actions Prior to the Distribution. (a) Subject to Section 4.02 and Section 5.02, ALTISOURCE and AAMC shall use reasonable efforts to consummate the Distribution, including by taking the actions specified in this Section 4.01.

(b) Prior to the Distribution Date, ALTISOURCE shall mail the Information Statement to the Record Holders.

(c) AAMC shall use reasonable efforts to take all such action, if any, as may be necessary or appropriate to have the AAMC Common Stock quoted on the OTC prior to the Distribution Date.

(d) ALTISOURCE and AAMC shall use reasonable efforts to take all such action, if any, as may be necessary or appropriate under the state securities or blue sky laws in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

(e) ALTISOURCE and AAMC shall cooperate in preparing, filing with the Commission and causing to become effective any registration statements or amendments thereof which are necessary or appropriate in order to effect the transactions contemplated hereby.

(f) Prior to the Distribution Date, ALTISOURCE shall duly elect, as members of the AAMC board of directors, the individuals listed as members of the AAMC board of directors in the Information Statement, and such individuals shall continue to be members of the AAMC board of directors on the Distribution Date.

(g) Immediately prior to the Distribution Date, the articles of incorporation of AAMC, in substantially the form filed as an exhibit to the Form 10, shall be in effect.

Section 4.02 Conditions Precedent to Consummation of the Distribution. The obligations of the Parties to consummate the Distribution shall be conditioned on the satisfaction, or waiver by ALTISOURCE, of the following conditions:

(a) Each Ancillary Agreement shall have been executed by each party thereto and shall be in force and effect.

(b) The Form 10 shall have been filed with the Commission and declared effective by the Commission, no stop order suspending the effectiveness of the Form 10 shall be in effect, no proceedings for such purpose shall be pending before or threatened by the Commission and the Information Statement shall have been mailed to Record Holders.

(c) The AAMC Common Stock shall be quoted on the OTC or a national securities exchange, subject to official notice of issuance.

(d) The Separation shall have been completed.

(e) Any material Governmental Approvals and any other material Consents necessary to consummate the Separation and the Distribution shall have been obtained and be in full force and effect.

(f) No order, injunction or decree issued by any Governmental Authority of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Separation or the Distribution shall be in effect, and no other event outside the control of ALTISOURCE shall have occurred or failed to occur that prevents the consummation of the Separation or the Distribution.

(g) There shall not be pending any litigation or other proceeding: challenging or seeking to restrain or prohibit the consummation of the Separation or the Distribution; seeking to limit the effect of the Separation or the Distribution or the operation of the ALTISOURCE Business or AAMC Business after the Separation or the Distribution; or seeking material damages from either ALTISOURCE or AAMC.

(h) No other events or developments shall have occurred prior to the Distribution Date that, in the judgment of the board of directors of ALTISOURCE, would result in the Distribution having a material adverse effect on ALTISOURCE or on the shareholders of ALTISOURCE.

(i) The actions set forth in Section 4.01(b), 4.01(d), Section 4.01(f), and Section 4.01(g) shall have been completed.

The foregoing conditions are for the sole benefit of ALTISOURCE and shall not give rise to or create any duty on the part of ALTISOURCE or the ALTISOURCE board of directors to waive or not waive such conditions or in any way limit the right of ALTISOURCE to terminate this Agreement as set forth in Article XI or alter the consequences of any such termination from those specified in such Article. Any determination made by the ALTISOURCE board of directors prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 4.02 shall be conclusive.

ARTICLE V

The Distribution

Section 5.01 The Distribution. (a) AAMC shall cooperate with ALTISOURCE to accomplish the Distribution and shall, at the direction of ALTISOURCE, promptly take any and all actions necessary or desirable to effect the Distribution. ALTISOURCE shall select any manager in connection with the Distribution, as well as any financial printer, solicitation and/or exchange agent and financial, legal, accounting and other advisors for ALTISOURCE. ALTISOURCE and AAMC, as the case may be, will provide, or cause the applicable member of its Group to provide, to the Agent all share certificates, if any, and any information required in order to complete the Distribution.

(b) Subject to the terms and conditions set forth in this Agreement, (i) on or prior to the Distribution Date, ALTISOURCE shall deliver to the Agent for the benefit of the Record Holders all the issued and outstanding shares of AAMC Common Stock then owned by ALTISOURCE or any other member of the ALTISOURCE Group and book-entry transfer authorizations for such shares and (ii) on the Distribution Date, ALTISOURCE shall instruct the Agent to distribute, with respect to Record Holders, by means of a pro rata dividend to each Record Holder (or such Record Holder's bank or brokerage firm on such Record Holder's behalf) electronically, by direct registration in book-entry form, one share of AAMC Common Stock for every ten (10) shares of ALTISOURCE Common Stock held by such Record Holder, subject to Section 5.01(c) below; provided that if the shares of ALTISOURCE Common Stock held by such Record Holder are subject to any restrictions and forfeiture, the shares of AAMC Common Stock issued to such Record Holder in accordance with this Section 5.01 shall be subject to the same restrictions and forfeiture. It is the intent of the foregoing that the Distribution be effected on a pro rata, as if converted basis. The Distribution shall be effective at 11:59 p.m. New York City time on the Distribution Date. On or immediately following the Distribution Date, the Agent will mail an account statement indicating the number of shares of AAMC Common Stock that have been registered in book-entry form in the name of each Record Holder that holds physical share certificates representing its shares of ALTISOURCE Common Stock and that is the registered holder of the shares represented by those certificates (including the amount of cash in lieu of fractional shares as provided in Section 5.01(c) below).

(c) Record Holders who, after aggregating the number of shares of AAMC Common Stock (or fractions thereof) to which such Record Holder would be entitled on the Record Date, would be entitled to receive a fraction of a share of AAMC Common Stock in the Distribution, will receive cash in lieu of fractional shares. Fractional shares of AAMC Common Stock will not be distributed in the Distribution nor credited to book-entry accounts. The Agent shall, as soon as practicable after the Distribution Date (a) determine the number of whole shares and fractional shares of AAMC Common Stock allocable to each Record Holder, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions at then prevailing trading prices on behalf of holders who would otherwise be entitled to fractional share interests, and (c) distribute to each such holder, or for the benefit of each such beneficial owner, such holder's or owner's ratable share of the net proceeds of such sale, based upon the average gross selling price per share of AAMC Common Stock after making appropriate deductions for any amount required to be withheld for United States federal income tax purposes. ALTISOURCE shall bear the cost of brokerage fees and transfer taxes incurred in connection with these sales of fractional shares, which such sales shall occur as soon after the Distribution Date as practicable and as determined by the Agent. None of ALTISOURCE,

AAMC or the applicable Agent will guarantee any minimum sale price for the fractional shares of AAMC Common Stock. Neither ALTISOURCE nor AAMC will pay any interest on the proceeds from the sale of fractional shares. The Agent will have the sole discretion to select the broker-dealers through which to sell the aggregated fractional shares and to determine when, how and at what price to sell such shares. Neither the Agent nor the selected broker-dealers will be Affiliates of ALTISOURCE or AAMC. Any AAMC Common Stock or cash in lieu of fractional shares with respect to AAMC Common Stock that remains unclaimed by any holder of record one hundred-eighty (180) days after the Distribution Date shall be delivered to AAMC. AAMC shall hold such AAMC Common Stock and/or cash for the account of such holder of record and any such holder of record shall look only to AAMC for such AAMC Common Stock and/or cash, if any, in lieu of fractional share interests, subject in each case to applicable escheat or other abandoned property laws.

Section 5.02 Sole Discretion of ALTISOURCE. ALTISOURCE shall, in its sole and absolute discretion, determine the Distribution Date and all terms of the Distribution, including the form, structure and terms of any transactions and/or offerings to effect the Distribution and the timing of and conditions to the consummation thereof. In addition and notwithstanding anything to the contrary set forth herein, ALTISOURCE may at any time and from time to time until the completion of the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution.

ARTICLE VI

Mutual Releases; Indemnification

Section 6.01 Release of Pre-Closing Claims. (a) Except as provided in Section 6.01(c), effective as of the Distribution Date, AAMC does hereby, for itself and each other member of the AAMC Group, their respective Affiliates (other than any member of the ALTISOURCE Group), successors and assigns, and all Persons who at any time prior to the Distribution Date have been shareholders, directors, officers, agents or employees of any

member of the AAMC Group (in each case, in their respective capacities as such), release and forever discharge ALTISOURCE and the other members of the ALTISOURCE Group, their respective Affiliates (other than any member of the AAMC Group), successors and assigns, and all Persons who at any time prior to the Distribution Date have been shareholders, directors, officers, agents or employees of any member of the ALTISOURCE Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at law or in equity (including any right of contribution), whether arising under any contract or agreement, by operation of law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Date, including in connection with the transactions and all other activities to implement the Separation or the Distribution.

(b) Except as provided in Section 6.01(c), effective as of the Distribution Date, ALTISOURCE does hereby, for itself and each other member of the ALTISOURCE Group, their respective Affiliates (other than any member of the AAMC Group), successors and

assigns, and all Persons who at any time prior to the Distribution Date have been shareholders, directors, officers, agents or employees of any member of the ALTISOURCE Group (in each case, in their respective capacities as such), release and forever discharge AAMC, the other members of the AAMC Group, their respective Affiliates (other than any member of the ALTISOURCE Group), successors and assigns, and all Persons who at any time prior to the Distribution Date have been shareholders, directors, officers, agents or employees of any member of the AAMC Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at law or in equity (including any right of contribution), whether arising under any contract or agreement, by operation of law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Date, including in connection with the transactions and all other activities to implement the Separation or the Distribution.

(c) Nothing contained in Section 6.01(a) or (b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that are specified in Section 2.03(b) not to terminate as of the Distribution Date, in each case in accordance with its terms. Nothing contained in Section 6.01(a) or (b) shall release any Person from:

(i) any Liability provided in or resulting from any agreement among any members of the ALTISOURCE Group or the AAMC Group that is specified in Section 2.03(b) as not to terminate as of the Distribution Date, or any other Liability specified in such Section 2.03(b) as not to terminate as of the Distribution Date;

(ii) any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group under, this Agreement or any Ancillary Agreement;

(iii) any Liability that the Parties may have with respect to indemnification or contribution pursuant to this Agreement for claims brought against the Parties or the members of their respective Groups or any of their respective Subsidiaries or Affiliates or any of the respective directors, officers, employees or agents of any of the foregoing by third Persons, which Liability shall be governed by the provisions of this Article VI and, if applicable, the appropriate provisions of the Ancillary Agreements; or

(iv) any Liability the release of which would result in the release of any Person other than a Person released pursuant to this Section 6.01.

In addition, nothing contained in Section 6.01(a) shall release ALTISOURCE from honoring its existing obligations to indemnify any director, officer or employee of AAMC or any of its Subsidiaries on or prior to the Distribution Date who was a director, officer or employee of ALTISOURCE or any of its Subsidiaries on or prior to the Distribution Date, to the extent such director, officer or employee becomes a named defendant in any litigation involving

ALTISOURCE or any of its Subsidiaries and was entitled to such indemnification pursuant to then existing obligations.

(d) AAMC shall not make, and shall not permit any other member of the AAMC Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against ALTISOURCE or any other member of the ALTISOURCE Group, or any other Person released pursuant to Section 6.01(a), with respect to any Liabilities released pursuant to Section 6.01(a). ALTISOURCE shall not, and shall not permit any other member of the ALTISOURCE Group, to make any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification against AAMC or any other member of the AAMC Group, or any other Person released pursuant to Section 6.01(b), with respect to any Liabilities released pursuant to Section 6.01(b).

(e) It is the intent of each of ALTISOURCE and AAMC, by virtue of the provisions of this Section 6.01, to provide for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Distribution Date, between or among AAMC or any other member of the AAMC Group, on the one hand, and ALTISOURCE or any other member of the ALTISOURCE Group, on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or among any such members on or before the Distribution Date), except as expressly set forth in Section 6.01(c). At any time, at the reasonable request of the other Party, each Party shall cause each member of its respective Group to execute and deliver releases reflecting the provisions hereof.

Section 6.02 Indemnification by AAMC. Except as provided in Section 6.05, AAMC shall indemnify, defend and hold harmless ALTISOURCE, each other member of the ALTISOURCE Group and each of their respective former and current directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "ALTISOURCE Indemnitees"), from and against any and all Liabilities of the ALTISOURCE Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

(a) the AAMC Business, including the failure of AAMC or any other member of the AAMC Group or any other Person to pay, perform or otherwise promptly discharge any Liability relating to, arising out of or resulting from the AAMC Business in accordance with its terms, whether prior to or after the Distribution Date or the date hereof; and

(b) any breach by AAMC or any other member of the AAMC Group of this Agreement or any of the Ancillary Agreements.

Section 6.03 Indemnification by ALTISOURCE. Except as provided in Section 6.05, ALTISOURCE shall indemnify, defend and hold harmless AAMC, each other member of the AAMC Group and each of their respective former and current directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "AAMC Indemnitees"), from and against any and all Liabilities of the AAMC

Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

(a) the ALTISOURCE Business, including the failure of ALTISOURCE or any other member of the ALTISOURCE Group or any other Person to pay, perform or otherwise promptly discharge any Liability relating to, arising out of or resulting from the ALTISOURCE Business in accordance with its terms, whether prior to or after the Distribution Date or the date hereof; and

(b) any breach by ALTISOURCE or any other member of the ALTISOURCE Group of this Agreement or any of the Ancillary Agreements.

Section 6.04 Indemnification of Third Party Claims. Except as provided in Section 6.05 and subject to any contrary provision in any Ancillary Agreement, each Party shall indemnify, defend and hold harmless the other Party, each other member of such other Party's Group and each of their respective former and current directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Transaction Indemnitees"), from and against any Liabilities of the Transaction Indemnitees relating to, arising out of or resulting from any Third Party Claim as to which such Transaction Indemnitees are entitled to indemnification under this Agreement, including any Third Party Claim relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact contained in any Specified Document or any omission or alleged omission to state a material fact in any Specified Document required to be stated therein or necessary to make the statements therein not misleading (any such Third Party Claim, a "Transaction Third Party Claim").

Section 6.05 Indemnification Obligations Net of Insurance Proceeds and Other Amounts. (a) The Parties intend that any Liability subject to indemnification or reimbursement pursuant to this Article VI will be net of Insurance Proceeds that actually reduce the amount of, or are paid to the applicable Indemnitee in respect of, such Liability. Accordingly, the amount that either Party (an "Indemnifying Party") is required to pay to any Person entitled to indemnification hereunder (an "Indemnitee") will be reduced by any Insurance Proceeds theretofore actually recovered by or on behalf of the Indemnitee in respect of the related Liability. If an Indemnitee receives a payment (an "Indemnity Payment") required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds in respect of such Liability, then the Indemnitee will pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if such Insurance Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) An insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or have any subrogation rights with respect thereto by virtue of the indemnification provisions hereof, it being expressly understood and agreed that no insurer or any other third party shall be entitled to a "wind-fall" (i.e., a benefit they would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification provisions hereof. Nothing contained in this Agreement or any Ancillary

Agreement shall obligate any member of any Group to seek to collect or recover any Insurance Proceeds.

Section 6.06 Procedures for Indemnification of Third Party Claims. (a) If an Indemnitee shall receive notice or otherwise learn of a Third Party Claim with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to Section 6.02, Section 6.03 or Section 6.04 or any other Section of this Agreement or any Ancillary Agreement, such Indemnitee shall give such Indemnifying Party written notice thereof within 10 days after becoming aware of such Third Party Claim. Any such notice shall describe the Third Party Claim in reasonable detail. Notwithstanding the foregoing, the failure of any Indemnitee or other Person to give notice as provided in this Section 6.06(a) shall not relieve the related Indemnifying Party of its obligations under this Article VI, except to the extent that such Indemnifying Party is actually prejudiced by such failure to give notice.

(b) An Indemnifying Party may elect to defend, at such Indemnifying Party's own expense (subject to the requirement to share expenses related to the defense of Transaction Third Party Claims pursuant to Section 6.04) and by such Indemnifying Party's own counsel, any Third Party Claim. Within 20 days after the receipt of notice from an Indemnitee in accordance with Section 6.06(a) (or sooner, if the nature of such Third Party Claim so requires), the Indemnifying Party shall notify the Indemnitee of its election as to whether the Indemnifying Party will assume responsibility for defending such Third Party Claim. After notice from an Indemnifying Party to an Indemnitee of its election to assume the defense of a Third Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but (subject to Section 6.04) the fees and expenses of such counsel shall be the expense of such Indemnitee, except that the Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnitee for any period during which the Indemnifying Party has not assumed the defense of such Third Party Claim (other than during any period in which the Indemnitee shall have failed to give notice of the Third Party Claim in accordance with Section 6.06(a)).

(c) If an Indemnifying Party elects not to assume responsibility for defending a Third Party Claim, or fails to notify an Indemnitee of its election as provided in Section 6.06(b), such Indemnitee may defend such Third Party Claim at the cost and expense of the Indemnifying Party (subject to the requirement to share expenses related to the defense of Transaction Third Party Claims pursuant to Section 6.04).

(d) If an Indemnifying Party elects to assume the defense of a Third Party Claim in accordance with the terms of this Agreement, the Indemnitee shall agree to any settlement, compromise or discharge of such Third Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay the full amount of the liability in connection with such Third Party Claim and that releases the Indemnified Party completely in connection with such Third Party Claim.

(e) No Indemnifying Party shall consent to entry of any judgment or enter into any settlement of any Third Party Claim without the consent of the applicable Indemnitee or Indemnitees if the effect thereof is to permit any injunction, declaratory judgment, other order or other nonmonetary relief to be entered, directly or indirectly, against any Indemnitee.

(f) Whether or not the Indemnifying Party assumes the defense of a Third Party Claim, no Indemnitee shall admit any liability with respect to, or settle, compromise or discharge, such Third Party Claim without the Indemnifying Party's prior written consent.

(g) The provisions of Section 6.06 (other than this Section 6.06(g)) and Section 6.07 shall not apply to Taxes (which are covered by the Tax Matters Agreement).

Section 6.07 Additional Matters. (a) Any claim on account of a Liability that does not result from a Third Party Claim shall be asserted by written notice given by the Indemnitee to the related Indemnifying Party. Such Indemnifying Party shall have a period of 30 days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such 30-day period, such Indemnifying Party shall be deemed to have refused to accept responsibility to make payment. If such Indemnifying Party does not respond within such 30-day period or rejects such claim in whole or in part, such Indemnitee shall be free to pursue such remedies as may be available to such party as contemplated by this Agreement and the Ancillary Agreements.

(b) In the event of payment by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third Party Claim against any claimant or plaintiff asserting such Third Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(c) In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the, or add the Indemnifying Party as an additional, named defendant, if at all practicable. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in this Section, and the Indemnifying Party shall fully indemnify the named defendant against all costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts' fees and all other external expenses), the costs of any judgment or settlement and the cost of any interest or penalties relating to any judgment or settlement.

Section 6.08 Remedies Cumulative. The remedies provided in this Article VI shall be cumulative and, subject to the provisions of Article IX, shall not preclude assertion by any Indemnitee of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

Section 6.09 Survival of Indemnities. The rights and obligations of each of ALTISOURCE and AAMC and their respective Indemnitees under this Article VI shall survive the sale or other transfer by any party of any assets or businesses or the assignment by it of any Liabilities.

Section 6.10 Limitation on Liability. Except as may expressly be set forth in this Agreement or any Ancillary Agreement, none of ALTISOURCE, AAMC or any other member of either Group shall in any event have any Liability to the other or to any other member of the other's Group, or to any other ALTISOURCE Indemnitee or AAMC Indemnitee, as applicable, for any incidental, indirect, special, punitive or consequential damages, whether or not caused by or resulting from negligence or breach of obligations hereunder or under any Ancillary Agreement and whether or not informed of the possibility of the existence of such damages, provided, however, that the provisions of this Section shall not limit an Indemnifying Party's indemnification obligations hereunder or in any Ancillary Agreement with respect to any Liability any Indemnitee may have to any third party not affiliated with any member of the ALTISOURCE Group or the AAMC Group for any incidental, indirect, special, punitive or consequential damages.

ARTICLE VII

Exchange of Information; Confidentiality

Section 7.01 Agreement for Exchange of Information; Archives. (a) Each of ALTISOURCE and AAMC, on behalf of its Group, agrees to provide, or cause to be provided, to the other Group, at any time before the Distribution Date or until the sixth anniversary thereof, as soon as reasonably practicable after written request therefor, any Information in the possession or under the control of such Group that the requesting Party reasonably needs (i) to comply with reporting, disclosure, filing or other requirements imposed on the requesting Party or any member of its Group (including under applicable securities or tax laws) by a Governmental Authority having jurisdiction over the requesting Party or such member, (ii) for use in any other judicial, regulatory, administrative, tax or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, tax or other similar requirements, in each case other than claims or allegations that one Party to this Agreement has against the other, or (iii) to comply with its obligations under this Agreement or any Ancillary Agreement; provided, however, that in the event that either Party determines that any such provision of Information could be commercially detrimental, violate any law or agreement or waive any attorney-client privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

(b) After the Distribution Date, until the sixth anniversary thereof, each of ALTISOURCE and AAMC shall have access during regular business hours (as in effect from time to time) to the documents that relate, in the case of ALTISOURCE, to the ALTISOURCE Business that are located in archives retained or maintained by AAMC or, in the case of AAMC, to the AAMC Business that are located in archives retained or maintained by ALTISOURCE. Each of ALTISOURCE and AAMC may obtain copies (but not originals) of documents for bona fide business purposes and may obtain objects for exhibition purposes for commercially reasonable periods of time if required for bona fide business purposes, provided that the party receiving such objects shall cause any such objects to be returned promptly in the same condition in which they were delivered to such party and that each of ALTISOURCE and AAMC shall comply with any rules, procedures or other requirements, and shall be subject to any restrictions (including prohibitions on removal of specified objects), that are then applicable to the other. Nothing herein shall be deemed to restrict the access of any member of the ALTISOURCE

Group or AAMC Group to any such documents or objects or to impose any liability on any member of the ALTISOURCE Group or the AAMC Group, as applicable, if any such documents are not maintained or preserved by ALTISOURCE or AAMC, as applicable.

(c) Until the sixth anniversary of the date hereof, each of ALTISOURCE and AAMC (i) shall maintain in effect at its own cost and expense adequate systems and controls to the extent necessary to enable the members of the other Group to satisfy their respective reporting, accounting, audit and other obligations and (ii) shall provide, or cause to be provided, to the other Party in such form as such other Party shall reasonably request, at no charge to the requesting Party, all financial and other data and information as such requesting Party reasonably determines necessary or advisable in order to prepare its financial statements and reports or filings with any Governmental Authority.

Section 7.02 Ownership of Information. Any Information owned by one Group that is provided to a requesting Party pursuant to Section 7.01 shall be deemed to remain the property of the providing Party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such Information.

Section 7.03 Compensation for Providing Information. Except as set forth in Section 7.01(c), the Party requesting Information agrees to reimburse the other Party for the reasonable costs, if any, of creating, gathering and copying such Information, to the extent that such costs are incurred for the benefit of the requesting Party. Except as may be otherwise specifically provided elsewhere in this Agreement or in any other agreement between the Parties, such costs shall be computed in accordance with the providing Party's standard methodology and procedures.

Section 7.04 Limitations on Liability. Neither Party shall have any liability to the other Party in the event that any Information exchanged or provided pursuant to this Agreement that is an estimate or forecast, or that is based on an estimate or forecast, is found to be inaccurate in the absence of willful misconduct by the Party providing such Information. Neither Party shall have any liability to the other Party if any Information is destroyed after reasonable efforts by such Party to comply with the provisions of Section 7.01.

Section 7.05 Other Agreements Providing for Exchange of Information. The rights and obligations granted under this Article VII are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention or confidential treatment of Information set forth in any Ancillary Agreement.

Section 7.06 Production of Witnesses; Records; Cooperation. (a) After the Distribution Date, except in the case of an adversarial Action by one Party against the other Party, each Party shall use reasonable efforts to make available to the other Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its Group as witnesses and any books, records or other documents within its control or that it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any

Action in which the requesting Party may from time to time be involved, regardless of whether such Action is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall, except as otherwise required by Article VII, bear all costs and expenses in connection therewith.

(b) If an Indemnifying Party chooses to defend or to seek to compromise or settle any Third Party Claim, the other Party shall make available to such Indemnifying Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its Group as witnesses and any books, records or other documents within its control or that it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with such defense, compromise or settlement, and shall otherwise cooperate in such defense, compromise or settlement.

(c) Without limiting any provision of this Section, each of the Parties agrees to cooperate, and to cause each member of its Group to cooperate, with the other Party in the defense of any infringement or similar claim with respect to the Licensed Mark or Licensed Trade Name (as such terms are defined in the License Agreement), including any claim of infringement of any mark using the word "ALTISOURCE" or any derivation thereof and shall not acknowledge, or permit any member of its Group to acknowledge, the validity or infringing use of any intellectual property of a third Person in a manner that would hamper or undermine the defense of such infringement or similar claim.

(d) The obligation of the Parties to provide witnesses pursuant to this Section 7.06 is intended to be interpreted to facilitate cooperation and shall include the obligation to provide as witnesses inventors and other officers without regard to whether the witness or the employer of the witness could assert a possible business conflict (subject to the exception set forth in the first sentence of Section 7.06(a)).

(e) In connection with any matter contemplated by this Section 7.06, the Parties will enter into a mutually acceptable joint defense agreement so as to maintain to the extent practicable any applicable attorney-client privilege or work product immunity of any member of either Group.

Section 7.07 Confidentiality. (a) Subject to Section 7.08, each of ALTISOURCE and AAMC, on behalf of itself and each other member of its Group, agrees to hold, and to cause its directors, officers, employees, agents, accountants, counsel and other advisors and representatives to hold, in strict confidence, with at least the same degree of care that applies to confidential and proprietary information of ALTISOURCE pursuant to policies in effect as of the Distribution Date, all Information concerning the other Group that is either in its possession (including Information in its possession prior to the Distribution Date) or furnished by the other Group or its directors, officers, employees, agents, accountants, counsel and other advisors and representatives at any time pursuant to this Agreement, any Ancillary Agreement or otherwise, and shall not use any such Information other than for such purposes as shall be expressly permitted hereunder or thereunder, except, in each case, to the extent that such Information has been (i) in the public domain through no fault of such Party or any other

member of such Group or any of their respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives, (ii) later lawfully acquired from other sources by such Party (or any other member of such Party's Group), which sources are not known by such Party to be themselves bound by a confidentiality obligation, or (iii) independently generated without reference to any proprietary or confidential Information of any member of the other Group.

(b) Each Party agrees not to release or disclose, or permit to be released or disclosed, any such Information (excluding Information described in clauses (i), (ii) and (iii) of Section 7.07(a)) to any other Person, except its directors, officers, employees, agents, accountants, counsel and other advisors and representatives who need to know such Information (who shall be advised of their obligations hereunder with respect to such Information), except in compliance with Section 7.08. Without limiting the foregoing, when any Information is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, each Party will promptly, after request of the other Party, either return the Information to the other Party in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the other Party that any Information not returned in a tangible form (including any such Information that exists in an electronic form) has been destroyed (and such copies thereof and such notes, extracts or summaries based thereon).

Section 7.08 Protective Arrangements. In the event that either Party or any other member of its Group either determines on the advice of its counsel that it is required to disclose any Information pursuant to applicable law or receives any demand under lawful process or from any Governmental Authority to disclose or provide Information of the other Party (or any other member of the other Party's Group) that is subject to the confidentiality provisions hereof, such Party shall, to the extent permitted by law, notify the other Party as soon as practicable prior to disclosing or providing such Information and shall cooperate, at the expense of the requesting Party, in seeking any reasonable protective arrangements requested by such other Party. Subject to the foregoing, the Person that received such request may thereafter disclose or provide Information to the extent required by such law (as so advised by counsel) or by lawful process or such Governmental Authority.

ARTICLE VIII

Dispute Resolution

Section 8.01 Disputes. Subject to Section 11.12 and except as otherwise specifically provided in any Ancillary Agreement, the procedures for discussion, negotiation and mediation set forth in this Article VIII shall apply to all disputes, controversies or claims (whether arising in contract, tort or otherwise) that may arise out of or relate to, or arise under or in connection with, this Agreement or any Ancillary Agreement, or the transactions contemplated hereby or thereby (including all actions taken in furtherance of the transactions contemplated hereby or thereby on or prior to the date hereof), or the commercial or economic relationship of the parties relating hereto or thereto, between or among any members of the ALTISOURCE Group, on the one hand, and any members of the AAMC Group, on the other hand.

Section 8.02 Escalation; Mediation. (a) It is the intent of the Parties to use reasonable efforts to resolve expeditiously any dispute, controversy or claim between or among them with respect to the matters covered hereby that may arise from time to time on a mutually acceptable negotiated basis. In furtherance of the foregoing, a Party involved in a dispute, controversy or claim may deliver a notice (an "Escalation Notice") demanding an in-person meeting involving representatives of the Parties at a senior level of management (or if the Parties agree, of the appropriate strategic business unit or division within such entity). A copy of any such Escalation Notice shall be given to the General Counsel, or like officer or official, of the Party involved in the dispute, controversy or claim (which copy shall state that it is an Escalation Notice pursuant to this Agreement). Any agenda, location or procedures for such discussions or negotiations between the Parties may be established by the Parties from time to time; provided, however, that the Parties shall use reasonable efforts to meet within 30 days of the Escalation Notice.

(b) If the Parties are not able to resolve the dispute, controversy or claim through the escalation process referred to above, then the matter shall be referred to mediation. The Parties shall retain a mediator to aid the Parties in their discussions and negotiations by informally providing advice to the Parties. Any opinion expressed by the mediator shall be strictly advisory and shall not be binding on the Parties or be admissible in any other proceeding. The mediator may be chosen from a list of mediators previously selected by the Parties or by other agreement of the Parties. Costs of the mediation shall be borne equally by the Parties involved in the matter, except that each Party shall be responsible for its own expenses. Mediation shall be a prerequisite to the commencement of any Action by either Party against the other Party.

(c) In the event that any resolution of any dispute, controversy or claim pursuant to the procedures set forth in Section 8.02(a) or (b) in any way affects an agreement or arrangement between either of the Parties and a third party insurance carrier, the consent of such third party insurance carrier to such resolution, to the extent such consent is required, shall be obtained before such resolution can take effect.

Section 8.03 Court Actions. (a) In the event that either Party, after complying with the provisions set forth in Section 8.02, desires to commence an Action, such Party may submit the dispute, controversy or claim (or such series of related disputes, controversies or claims) to any court of competent jurisdiction.

(b) Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Article VIII with respect to all matters not subject to such dispute, controversy or claim.

ARTICLE IX

Further Assurances and Additional Covenants

Section 9.01 Further Assurances. (a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties shall, subject to Section 4.02 and

Section 5.02, use reasonable efforts, prior to, on and after the Distribution Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, prior to, on and after the Distribution Date, each Party shall cooperate with the other Party, without any further consideration, but at the expense of the requesting Party, (i) to execute and deliver, or use reasonable efforts to execute and deliver, or cause to be executed and delivered, all instruments, including any bills of sale, stock powers, certificates of title, assignments of contracts and other instruments of conveyance, assignment and transfer as such Party may reasonably be requested to execute and deliver by the other Party, (ii) to make, or cause to be made, all filings with, and to obtain, or cause to be obtained, all consents, approvals or authorizations of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument, (iii) to obtain, or cause to be obtained, any Governmental Approvals or other Consents required to effect the Separation or the Distribution and (iv) to take, or cause to be taken, all such other actions as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effect the provisions and purposes of this Agreement and the Ancillary Agreements and any transfers of Assets or assignments and assumptions of Liabilities hereunder or thereunder and the other transactions contemplated hereby and thereby.

(c) On or prior to the Distribution Date, ALTISOURCE and AAMC, in their respective capacities as direct and indirect shareholders of their respective Subsidiaries, shall each ratify any actions that are reasonably necessary or desirable to be taken by AAMC or any other Subsidiary of ALTISOURCE, as the case may be, to effect the transactions contemplated by this Agreement.

(d) Prior to the Distribution Date, if either Party identifies any commercial or other service that is needed to assure a smooth and orderly transition of its business in connection with the consummation of the transactions contemplated hereby, and that is not otherwise governed by the provisions of this Agreement or any Ancillary Agreement, the Parties will cooperate in determining whether there is a mutually acceptable arm's-length basis on which the other Party will provide such service.

Section 9.02 Insurance Matters. (a) ALTISOURCE and AAMC agree to cooperate in good faith to provide for an orderly transition of insurance coverage from the date hereof through the Distribution Date and for the treatment of any Insurance Policies that will remain in effect following the Distribution Date on a mutually agreeable basis. In no event shall ALTISOURCE, any other member of the ALTISOURCE Group or any ALTISOURCE Indemnitee have liability or obligation whatsoever to any member of the AAMC Group or any AAMC Indemnitee in the event that any Insurance Policy or other contract or policy of insurance shall be terminated or otherwise cease to be in effect for any reason, shall be unavailable or inadequate to cover any Liability of any member of the AAMC Group or any AAMC Indemnitee for any reason whatsoever or shall not be renewed or extended beyond the current expiration date.

ARTICLE X

Termination

Section 10.01 Termination. This Agreement may be terminated by ALTISOURCE at any time, in its sole discretion, prior to the Distribution Date.

Section 10.02 Effect of Termination. In the event of any termination of this Agreement prior to the Distribution Date, neither Party (or any of its directors or officers) shall have any Liability or further obligation to the other Party.

ARTICLE XI

Miscellaneous

Section 11.01 Counterparts; Entire Agreement; Corporate Power. (a) This Agreement and each Ancillary Agreement may be executed in one or more counterparts, including by facsimile or by e-mail delivery of a ".pdf" format data file, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto or thereto and delivered to the other parties hereto or thereto.

(b) This Agreement, the Ancillary Agreements and the exhibits, schedules and appendices hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

(c) ALTISOURCE represents on behalf of itself and each other member of the ALTISOURCE Group, and AAMC represents on behalf of itself and each other member of the AAMC Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform each of this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby; and

(ii) this Agreement and each Ancillary Agreement to which it is a party has been (or, in the case of any Ancillary Agreement, will be on or prior to the Distribution Date) duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms thereof.

Section 11.02 Governing Law. This Agreement and, unless expressly provided therein, each Ancillary Agreement, shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York applicable to contracts made and to be performed wholly in such

State and irrespective of the choice of law principles of the State of New York, as to all matters (other than with respect to the corporate action of the ALTISOURCE

board of directors attendant to the declaration and payment of the dividend of the AAMC Common Stock, which shall be governed by the laws of Luxembourg). Notwithstanding the foregoing, in the event that a court of competent jurisdiction determines that the choice of New York law is unenforceable, this Agreement shall be governed by the laws of the U.S. Virgin Islands.

Section 11.03 Assignability. Except as set forth in any Ancillary Agreement, this Agreement and each Ancillary Agreement shall be binding upon and inure to the benefit of the parties hereto and thereto and their respective successors and permitted assigns; provided, however, that no party hereto or thereto may assign its rights or delegate its obligations under this Agreement or any Ancillary Agreement without the express prior written consent of the other parties hereto or thereto.

Section 11.04 Third Party Beneficiaries. Except for the indemnification rights under this Agreement of any ALTISOURCE Indemnitee or AAMC Indemnitee in their respective capacities as such, (a) the provisions of this Agreement and each Ancillary Agreement are solely for the benefit of the parties hereto or thereto and are not intended to confer upon any Person except the parties hereto or thereto any rights or remedies hereunder or thereunder and (b) there are no third party beneficiaries of this Agreement or any Ancillary Agreement and neither this Agreement nor any Ancillary Agreement shall provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement or any Ancillary Agreement. Without limiting the generality of the foregoing, this Agreement is solely for the benefit of the parties hereto, and no current or former director, officer, employee or independent contractor of any member of the ALTISOURCE Group or any member of the AAMC Group or any other individual associated therewith (including any beneficiary or dependent thereof) shall be regarded for any purpose as a third-party beneficiary of this Agreement, and no provision of this Agreement shall create such rights in any such persons in respect of any benefits that may be provided, directly or indirectly, under any benefit plan, program, policy, agreement or arrangement of any member of the ALTISOURCE Group or any member of the AAMC Group. No provision of this Agreement shall constitute a limitation on the rights to amend, modify or terminate any benefit plans, programs, policies, agreements or arrangements of any member of the ALTISOURCE Group or any member of the AAMC Group, and nothing herein shall be construed as an amendment to any such benefit plan, program, policy, agreement or arrangement. No provision of this Agreement shall require any member of the ALTISOURCE Group or any member of the AAMC Group to continue the employment of any employee of any member of the ALTISOURCE Group or any member of the AAMC Group for any specific period of time following the Distribution Date.

Section 11.05 Notices. All notices or other communications under this Agreement or any Ancillary Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person, (b) sent by telecopier (except that, if not sent during normal business hours for the recipient, then at the opening of business on the next business day for the recipient) to the fax numbers set forth below or (c) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to ALTISOURCE, to:

Altisource Portfolio Solutions S.A.
291, Route d'Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Fax No.: 352-2744-9499

If to AAMC to:

Altisource Asset Management Corporation
14A & 14C Strand Street
Frederiksted, VI 00840
Attn: Corporate Secretary
Fax No.: 770-644-7420

Either Party may, by notice to the other Party, change the address to which such notices are to be given.

Section 11.06 Severability. If any provision of this Agreement or any Ancillary Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner materially adverse to either Party. Upon any such determination, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to effect the original intent of the Parties.

Section 11.07 Publicity. Prior to the Distribution, each of AAMC and ALTISOURCE shall consult with each other prior to issuing any press releases or otherwise making public statements with respect to the Distribution or any of the other transactions contemplated hereby and prior to making any filings with any Governmental Authority with respect thereto.

Section 11.08 Expenses. Except as expressly set forth in this Agreement or in any Ancillary Agreement, all third party fees, costs and expenses paid or incurred in connection with the Separation and the Distribution will be paid by ALTISOURCE.

Section 11.09 Headings. The article, section and paragraph headings contained in this Agreement and in the Ancillary Agreements are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or any Ancillary Agreement.

Section 11.10 Survival of Covenants. Except as expressly set forth in this Agreement or any Ancillary Agreement, (a) the covenants in this Agreement and the liabilities

for the breach of any obligations in this Agreement and (b) any covenants, representations or warranties contained in any Ancillary Agreement and any liabilities for the breach of any obligations contained in any Ancillary Agreement, in each case, shall survive each of the Separation and the Distribution and shall remain in full force and effect.

Section 11.11 Waivers of Default. Waiver by any party hereto or to any Ancillary Agreement of any default by any other party hereto or thereto of any provision of this Agreement or such Ancillary Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default.

Section 11.12 Specific Performance. Subject to Section 5.02 and notwithstanding the procedures set forth in Article VIII, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any Ancillary Agreement, the party or parties who are to be hereby or thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement or such Ancillary Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The other party or parties shall not oppose the granting of such relief. The parties to this Agreement and any Ancillary Agreement agree that the remedies at law for any breach or threatened breach hereof or thereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived.

Section 11.13 Amendments. No provisions of this Agreement or any Ancillary Agreement shall be deemed waived, amended, supplemented or modified by any party hereto or thereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment, supplement or modification.

Section 11.14 Interpretation. Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms “hereof,” “herein, “and “herewith” and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement or the applicable Ancillary Agreement as a whole (including all of the schedules, exhibits and appendices hereto or thereto) and not to any particular provision of this Agreement or such Ancillary Agreement. Article, Section, Exhibit, Schedule and Appendix references are to the articles, sections, exhibits, schedules and appendices of or to this Agreement or the applicable Ancillary Agreement unless otherwise specified. Any reference herein to this Agreement or any Ancillary Agreement, unless otherwise stated, shall be construed to refer to this Agreement or such Ancillary Agreement as amended, supplemented or otherwise modified from time to time, as permitted by Section 11.14 and the terms of any applicable provision in any Ancillary Agreement. The word “including” and words of similar import when used in this Agreement (or the applicable Ancillary Agreement) shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. There shall be no presumption of interpreting this Agreement or any provision hereof against the draftsperson of this Agreement or any such provision.

Section 11.15 Jurisdiction; Service of Process. Any action or proceeding arising out of or relating to this Agreement or any Ancillary Agreement shall be brought in the courts of the State of New York located in the County of New York or in the United States District Court for the Southern District of New York (if any party to such action or proceeding has or can acquire jurisdiction), and each of the parties hereto or thereto irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any Ancillary Agreement in any other court. The parties to this Agreement or any Ancillary Agreement agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties hereto and thereto irrevocably to waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in the first sentence of this Section may be served on any party to this Agreement or any Ancillary Agreement anywhere in the world. Notwithstanding the foregoing, in the event that a court of competent jurisdiction determines that the choice of New York jurisdiction in accordance with this Section 11.15 is unenforceable, any action or proceeding arising out of or relating to this Agreement or any Ancillary Agreement shall be brought in the courts of the U.S. Virgin Islands.

Section 11.16 Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Separation Agreement to be executed as of the date first written above by their duly authorized representatives.

ALTISOURCE PORTFOLIO SOLUTIONS S.A.

By /s/ William B. Shepro
Name: William B. Shepro

Title: Chief Executive Officer

ALTISOURCE ASSET MANAGEMENT CORPORATION

By /s/ Ashish Pandey
Name: Ashish Pandey
Title: Chief Executive Officer

Schedule I
Separation Transactions

1. Solutions dividends 100% of its equity interest in AAMC to ALTISOURCE.
2. ALTISOURCE contributes to AAMC all of the assets making up the business of AAMC prior to the AAMC separation.
3. ALTISOURCE dividends 100% of its equity interest in AAMC to the shareholders of record of ALTISOURCE.
4. ALTISOURCE contributes $4,500,000 to AAMC.

SUPPORT SERVICES AGREEMENT, dated as of December 21, 2012, by and between ALTISOURCE SOLUTIONS S.à r.l., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg ("ALTISOURCE" or together with its Affiliates "ALTISOURCE Group") and ALTISOURCE ASSET MANAGEMENT CORPORATION, a corporation organized under the laws of the U.S. Virgin Islands ("AAMC" or together with its Affiliates "AAMC Group").

RECITALS

WHEREAS, Altisource Portfolio Solutions S.A., the sole parent of ALTISOURCE ("ALTISOURCE Parent"), and AAMC are parties to a Separation Agreement dated as of December 21, 2012 (the "Separation Agreement"), pursuant to which ALTISOURCE Parent will (i) contribute the AAMC Business (as defined in the Separation Agreement) and (ii) distribute (the "Distribution") to the holders of shares of ALTISOURCE Parent's outstanding capital stock all of the outstanding capital stock of AAMC;

WHEREAS, following the Distribution, AAMC will operate the AAMC Business, and ALTISOURCE Parent will operate the Altisource Business (as defined in the Separation Agreement); and

WHEREAS, following the Distribution, AAMC desires to receive, and ALTISOURCE is willing to provide, or cause to be provided, certain services in connection with the AAMC Business for a limited period of time and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the parties agree as follows:

1. Definitions.

(a) Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Separation Agreement.

(b) For the purposes of this Agreement, the following terms shall have the following meanings:

"Affiliate" means with respect to any Person (a "Principal") (a) any directly or indirectly wholly-owned subsidiary of such Principal, (b) any Person that directly or indirectly owns 100% of the voting stock of such Principal or (c) a Person that controls, is controlled by or is under common control with such Principal. As used herein, "control" of any entity means the possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise. Furthermore, with respect to any Person that is partially owned by such Principal and does not otherwise constitute an Affiliate (a "Partially-Owned Person"), such Partially-Owned Person shall be considered an Affiliate of such Principal for purposes of this Agreement if such Principal can, after making a good faith effort to do so, legally bind such Partially-Owned Person to this Agreement.

"Agreement" means this Support Services Agreement, including the Schedules hereto and any SOWs entered into pursuant to Section 2(b).

"Distribution Date" means the effective date of the Distribution.

"Fully Allocated Cost" means, with respect to provision of a Service, the all-in cost of the Providing Party's provision of such Service, including a share of direct charges of the function providing such Service, and including allocable amounts to reflect compensation and benefits, technology expenses, occupancy and equipment expense, and third-party payments incurred in connection with the provision of such Service, but shall not include any Taxes payable as a result of performance of such Service.

"Providing Party" means a party in its capacity of providing a Service hereunder.

"Receiving Party" means a party in its capacity of receiving a Service hereunder.

"Services" means the services set forth on Schedule I and the SOWs related thereto.

"SOW" means a statement of work entered into between the parties on an as-needed basis to describe a particular service that is not covered specifically in a schedule hereto, but has been agreed to be provided pursuant to the terms of this Agreement except as otherwise set forth in such SOW.

"Term" means, collectively, the Initial Term and any Renewal Term hereof.

2. Provision of Services.

(a) *Generally*. Subject to the terms and conditions of this Agreement, ALTISOURCE shall provide, or cause to be provided, to AAMC and the AAMC Group, solely for the benefit of the AAMC Business in the ordinary course of business, the Services for periods commencing on the Distribution Date through the respective period specified in Schedule I (the "Service Period"), unless such period is earlier terminated in accordance with Section 5.

(b) *Statements of Work*. In addition to the services provided as set forth on Schedule I, from time to time during the term of this Agreement the parties shall have the right to enter into SOWs to set forth the terms of any related or additional services to be performed hereunder. Any SOW shall be agreed to by each party, shall be in writing and (I) shall contain: (i) the identity of each of the Providing Party and the Receiving Party; (ii) a description of the Services to be performed thereunder; (iii) the applicable performance standard for the provision of such Service, if different from the Performance Standard; (iv) the amount, schedule and method of compensation for provision of such Service, which shall reflect the Fully Allocated Cost of such Service; and (II) may contain (i) the Receiving Party's standard operating procedures for receipt of services similar to such Service, including operations, compliance requirements and related training schedules; (ii) information technology support requirements of the Receiving Party with respect to such Service;

and (iii) training and support commitments with respect to such Service. For the avoidance of doubt, the terms and conditions of this Agreement shall apply to any SOW.

(c) The Services shall be performed on Business Days during hours that constitute regular business hours for each of ALTISOURCE and AAMC, unless otherwise agreed. No Receiving Party, nor any member of its respective Group, shall resell, subcontract, license, sublicense or otherwise transfer any of the Services to any Person whatsoever or permit use of any of the Services by any Person other than by the Receiving Party and its Affiliates directly in connection with the conduct of the Receiving Party's respective business in the ordinary course of business.

(d) Notwithstanding anything to the contrary in this Section 2 (but subject to the second succeeding sentence), the Providing Party shall have the exclusive right to select, employ, pay, supervise, administer, direct and discharge any of its employees who will perform Services. The Providing Party shall be responsible for paying such employees' compensation and providing to such employees any benefits. With respect to each Service, the Providing Party shall use commercially reasonable efforts to have qualified individuals participate in the provision of such Service; provided, however, that (i) the Providing Party shall not be obligated to have any individual participate in the provision of any Service if the Providing Party determines that such participation would adversely affect the Providing Party or its Affiliates; and (ii) none of the Providing Party or its Affiliates shall be required to continue to employ any particular individual during the applicable Service Period.

(e) Each of ALTISOURCE and AAMC acknowledges that the purpose of this Agreement is to enable it to receive the applicable Services on an interim basis. Accordingly, at all times from and after the Distribution Date, each of ALTISOURCE and the ALTISOURCE Group, on the one hand, and AAMC and the AAMC Group, on the other hand, shall use commercially reasonable efforts to make or obtain, or cause to be made or obtained, any filings, registrations, approvals, permits or licenses; implement, or cause to be implemented, any systems; purchase, or cause to be purchased, any equipment; and take, or cause to be taken, any and all other actions, in each case necessary or advisable to enable it to provide for the Services for itself as soon as reasonably practical, and in any event prior to the expiration of the relevant Service Periods. For the avoidance of doubt, no Providing Party shall be required to provide any Service for a period longer than the applicable Service Period.

3. Standard of Performance.

(a) The Providing Party shall use commercially reasonable efforts to provide, or cause to be provided, to the Receiving Party and the Receiving Party's Group, each Service in a manner generally consistent with the manner and level of care with which such Service was provided to the AAMC Business immediately prior to the Distribution Date (or, with respect to any Service not provided prior to the Distribution Date, generally consistent with the manner and level of care with which such Service is performed by the Providing Party for its own behalf) (the "Performance Standard"), unless otherwise specified in this Agreement. Notwithstanding the foregoing, no Providing Party shall have any obligation hereunder to provide to any Receiving Party (i) any improvements, upgrades, updates, substitutions, modifications or enhancements to any of the Services unless otherwise specified in Schedule I, or (ii) any Service to the extent that the need for such Service arises, directly or indirectly, from the acquisition by the Receiving Party or any member of its Group, outside the ordinary course of business, of any assets of, or any equity interest in, any Person. The Receiving Party acknowledges and agrees

that the Providing Party may be providing services similar to the Services provided hereunder and/or services that involve the same resources as those used to provide the Services to its and its Affiliates' business units and other third parties, and, accordingly, the Providing Party reserves the right to modify any of the Services or the manner in which any of the Services are provided in the ordinary course of business; provided, however, that no such modification shall materially diminish the Services or have a materially adverse effect on the business of the Receiving Party.

(b) The Providing Party will use commercially reasonable efforts not to establish priorities, as between the Providing Party and its Affiliates, on the one hand, and the Receiving Party and its Affiliates, on the other hand, as to the provision of any Service, and will use commercially reasonable efforts to provide the Services within a time frame so as not to materially disrupt the business of the Receiving Party. Notwithstanding the foregoing, the Receiving Party acknowledges and agrees that, due to the nature of the Services, the Providing Party shall have the right to establish reasonable priorities as between the Providing Party and its Affiliates, on the one hand, and the Receiving Party and its Affiliates, on the other hand, as to the provision of any Service if the Providing Party determines that such priorities are necessary to avoid any adverse effect to the Providing Party and its Affiliates. If any such priorities are established, the Providing Party shall advise the Receiving Party as soon as possible of any Services that will be delayed as a result of such prioritization, and will use commercially reasonable efforts to minimize the duration and impact of such delays.

4. Fees for Services.

(a) As compensation for a particular Service, the Receiving Party agrees to pay to the Providing Party the Fully Allocated Cost of providing the Services in accordance with this Agreement or, with respect to any SOW, the amount set forth therein.

(b) The Providing Party shall submit statements of account to the Receiving Party on a monthly basis with respect to all amounts payable by the Receiving Party to the Providing Party hereunder (the "Invoiced Amount"), setting out the Services provided, and the amount billed to the Receiving Party as a result of providing such Services (together with, in arrears, any Commingled Invoice Statement (as defined below) and any other invoices for Services provided by third parties, in each case setting out the Services provided by the applicable third parties). The Receiving Party shall pay the Invoiced Amount to the Providing Party by wire transfer of immediately available funds to an account or accounts specified by the Providing Party, or in such other manner as specified by the Providing Party in writing, or otherwise reasonably agreed to by the Parties, within 30 days of the date of delivery to the Receiving Party of the applicable statement of account; provided, that, in the event of any dispute as to an Invoiced Amount, the Receiving Party shall pay the undisputed portion, if any, of such Invoiced Amount in accordance with the foregoing, and shall pay the remaining amount, if any, promptly upon resolution of such dispute.

(c) The Providing Party may engage third-party contractors, at a reasonable cost, to perform any of the Services, to provide professional services related to any of the Services, or to provide any secretarial, administrative, telephone, e-mail or other services necessary or ancillary to the Services (collectively, the "Ancillary Services") (all of which may

be contracted for separately by the Providing Party on behalf of the Receiving Party) after giving notice to the Receiving Party, reasonably in advance of the commencement of such Services and Ancillary Services to be so provided by such contractors, of the identity of such contractors, each Service and Ancillary Service to be provided by such contractors and a good faith estimate of the cost (or formula for determining the cost) of the Services and Ancillary Services to be so provided by such contractors. The Receiving Party may, in its sole discretion, decline to accept any such Services or Ancillary Services to be provided by any such contractors by giving prompt written notice to the Providing Party, provided that, if the Receiving Party so declines any Service or Ancillary Service from any such contractors, then thereafter, notwithstanding anything in this Agreement to the contrary, the Providing Party shall be excused from any obligation to provide such Service or Ancillary Service.

(d) The Providing Party may cause any third party to which amounts are payable by or for the account of the Receiving Party in connection with Services or Ancillary Services to issue a separate invoice to the Receiving Party for such amounts. The Receiving Party shall pay or cause to be paid any such separate third party invoice in accordance with the payment terms thereof. Any third party invoices that aggregate Services or Ancillary Services for the benefit of the Receiving Party and its Group, on the one hand, with services not for the benefit of Receiving Party and its Group, on the other hand (each, a "Commingled Invoice"), shall be separated by the Providing Party. The Providing Party shall prepare a statement indicating that portion of the invoiced amount of such Commingled Invoice that is attributable to Services or the Ancillary Services rendered for the benefit of Receiving Party and its Group (the "Commingled Invoice Statement"). The Providing Party shall deliver such Commingled Invoice Statement and a copy of the Commingled Invoice to Receiving Party. The Receiving Party shall, within 30 days after the date of delivery to the Receiving Party of such Commingled Invoice Statement, pay or cause to be paid the amount set forth on such Commingled Invoice Statement to the third party, and shall deliver evidence of such payment to the Providing Party. The Providing Party shall not be required to use its own funds for payments to any third party providing any of the Services or Ancillary Services or to satisfy any payment obligation of the Receiving Party or any of its Affiliates to any third party provider; provided, however, that in the event the Providing Party does use its own funds for any such payments to any third party, the Receiving Party shall reimburse the Providing Party for such payments as invoiced by the Providing Party within 30 days following the date of delivery of such invoice from the Providing Party.

(e) The Providing Party may, in its discretion and without any liability, suspend any performance under this Agreement upon failure of the Receiving Party to make timely any payments required under this Agreement beyond the applicable cure date specified in Section 5(c)(8) of this Agreement.

(f) In the event that the Receiving Party does not make any payment required under the provisions of this Agreement to the Providing Party when due in accordance with the terms hereof, the Providing Party may, at its option, charge the Receiving Party interest on the unpaid amount at the rate of 2% per annum above the prime rate charged by JPMorgan Chase Bank, N.A. (or its successor). In addition, the Receiving Party shall reimburse the Providing Party for all costs of collection of overdue amounts, including any reimbursement required under Section 4(d) and any reasonable attorneys' fees.

(g) The Receiving Party acknowledges and agrees that it shall be responsible for any interest or other amounts in respect of any portion of any Commingled Invoice that the Receiving Party is required to pay pursuant to any Commingled Invoice Statement.

5. Term; Termination.

(a) *Initial Term*. The initial term of this Agreement shall commence on the Distribution Date and shall continue in full force and effect subject to Section 5(c) hereof until the date that is two (2) years from the Distribution Date (the "Initial Term"), or the earlier date upon which this Agreement has been otherwise terminated in accordance with Section 5(c) hereof.

(b) *Renewal Term*. This Agreement will automatically renew for successive terms of one (1) year (each, a "Renewal Term") unless either Party decides that it does not wish to renew this Agreement or any particular Service or Additional Services set forth on a SOW hereunder before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other Party in writing at least six (6) months before the completion of the Initial Term or Renewal Term, as applicable.

(c) *Termination*. During the term of this Agreement, this Agreement (or, with respect to items (1), (3), (4), (5), (7) and (8) below, the particular SOW only) may be terminated:

(1) by a Receiving Party, if the Receiving Party is prohibited by law from receiving such Services from the Providing Party;

(2) by a Receiving Party, in the event of a material breach of any covenant or representation and warranty contained herein or otherwise directly relating to or affecting the Services to be provided hereunder of the Providing Party that cannot be or has not been cured by the 30th day from the Receiving Party's giving of written notice of such breach to the Providing Party;

(3) by a Receiving Party, if the Providing Party fails to comply with all applicable regulations to which the Providing Party is subject directly relating to or affecting the Services to be performed hereunder, which failure cannot be or has not been cured by the 30th day from the Receiving Party's giving of written notice of such failure to the Providing Party;

(4) by a Receiving Party, if the Providing Party or any member of its Group providing Services hereunder is cited by a Governmental Authority for materially violating any law governing the performance of a Service, which violation cannot be or has not been cured by the 30th day from the Receiving Party's giving of written notice of such citation to the Providing Party;

(5) by a Receiving Party, if the Providing Party fails to meet any Performance Standard for a period of three consecutive months, which failure cannot be or has not been cured by the 30th day from the Receiving Party's giving of written notice of such failure to the Providing Party;

(6) by either party, if the other party (A) becomes insolvent, (B) files a petition in bankruptcy or insolvency, is adjudicated bankrupt or insolvent or files any petition or answer seeking reorganization, readjustment or arrangement of its business under any law relating to bankruptcy or insolvency, or if a receiver, trustee or liquidator is appointed for any of the property of the other party and within 60 days thereof such party fails to secure a dismissal thereof or (C) makes any assignment for the benefit of creditors;

(7) by a Receiving Party, in the event of any material infringement of such Receiving Party's Intellectual Property (as defined in the Intellectual Property Agreement) by the Providing Party, which infringement cannot be or has not been cured by the 30th day from the Receiving Party's giving of written notice of such event to the Providing Party;

(8) by a Providing Party, if the Receiving Party fails to make any payment for any portion of Services the payment of which is not being disputed in good faith by the Receiving Party, which payment remains unmade by the 30th day from the Providing Party's giving of written notice of such failure to the Receiving Party; and

(9) by a Receiving Party, upon 60 days prior notice to the Providing Party, if the Receiving Party has determined to perform the respective Service or SOW on its own behalf.

(d) Upon the early termination of any Service pursuant to Section 5(c)(9) or upon the expiration of the applicable Service Period, following the effective time of the termination, the Providing Party shall no longer be obligated to provide such Service; provided that the Receiving Party shall be obligated to reimburse the Providing Party for any reasonable out-of-pocket expenses or costs attributable to such termination.

(e) No termination, cancellation or expiration of this Agreement shall prejudice the right of either party hereto to recover any payment due at the time of termination, cancellation or expiration (or any payment accruing as a result thereof), nor shall it prejudice any cause of action or claim of either party hereto accrued or to accrue by reason of any breach or default by the other party hereto.

(f) Notwithstanding any provision herein to the contrary, Sections 4, 6 and 9 through 17 of this Agreement shall survive the termination of this Agreement.

6. Miscellaneous. Except as otherwise expressly set forth in this Agreement, the provisions in Article X of the Separation Agreement (which Article X addresses counterparts, entire agreement, corporate power, governing law, third party beneficiaries, notices, severability, expenses, headings, survival of covenants, waivers of default, specific performance, amendments, interpretation, jurisdiction and service of process) other than the provisions thereof relating to assignability and publicity, shall apply *mutatis mutandis* to this Agreement.

7. Intellectual Property. Subject to the terms of the Intellectual Property Agreement, the Receiving Party grants to the Providing Party and its Affiliates a limited, non-exclusive, fully paid-up, nontransferable, revocable license, without the right to sublicense, for the term of this Agreement to use all intellectual property owned by or, to the extent permitted by the applicable license, licensed to the Receiving Party solely to the extent necessary for the Providing Party to perform its obligations hereunder.

8. Cooperation; Access.

(a) The Receiving Party shall, and shall cause its Group to, permit the Providing Party and its employees and representatives access, on Business Days during hours that constitute regular business hours for the Receiving Party and upon reasonable prior request, to the premises of the Receiving Party and its Group and such data, books, records and personnel designated by the Receiving Party and its Group as involved in receiving or overseeing the Services as the Providing Party may reasonably request for the purposes of providing the Services. The Providing Party shall provide the Receiving Party, upon reasonable prior written notice, such documentation relating to the provision of the Services as the Receiving Party may reasonably request for the purposes of confirming any Invoiced Amount or other amount payable pursuant to any Commingled Invoice Statement or otherwise pursuant to this Agreement. Any documentation so provided to the Providing Party pursuant to this Section will be subject to the confidentiality obligations set forth in Section 9 of this Agreement.

(b) Each party hereto shall designate a relationship manager (each, a "Relationship Executive") to report and discuss issues with respect to the provision of the Services and successor relationship executives in the event that a designated Relationship Executive is not available to perform such role hereunder. The initial Relationship Executive designated by ALTISOURCE shall be William B. Shepro and the initial Relationship Executive designated by AAMC shall be Ashish Pandey. Either party may replace its Relationship Executive at any time by providing written notice thereof to the other party hereto.

9. Confidentiality. This Agreement and the information provided to each party hereunder shall be subject to the confidentiality provisions set forth in Sections 6.07 and 6.08 of the Separation Agreement.

10. Dispute Resolution. All disputes, controversies and claims directly or indirectly arising out of or in relation to this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement shall be finally, exclusively and conclusively settled in accordance with the provisions of Article VII of the Separation Agreement, which shall apply *mutatis mutandis* to this Agreement.

11. Warranties; Limitation of Liability; Indemnity.

(a) The Receiving Party acknowledges that the Providing Party is not engaged in the business of providing services of the type being provided hereunder and that the Services and Ancillary Services to be provided by the Providing Party to the Receiving Party and the Receiving Party's Group are being provided as an accommodation to the Receiving Party and the

Receiving Party's Group in connection with the transactions contemplated by the Separation Agreement. All Services and Ancillary Services are provided "as is".

(b) Other than the statements expressly made by the Providing Party in this Agreement, the Providing Party makes no representation or warranty, express or implied, with respect to the Services and Ancillary Services and, except as provided in Subsection (c) of this Section 11, the Receiving Party hereby waives, releases and renounces all other representations, warranties, obligations and liabilities of the Providing Party, and any other rights, claims and remedies of the Receiving Party against the Providing Party, express or implied, arising by law or otherwise, with respect to any nonconformance, error, omission or defect in any of the Services or Ancillary Services, including (i) any implied warranty of merchantability or fitness for a particular purpose, (ii) any implied warranty of non-infringement or arising from course of performance, course of dealing or usage of trade and (iii) any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of the Providing Party.

(c) None of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives shall be liable for any action taken or omitted to be taken by the Providing Party or such person under or in connection with this Agreement, except that the Providing Party shall be liable for direct damages or losses incurred by the Receiving Party or the Receiving Party's Group arising out of the gross negligence or willful misconduct of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives in the performance or nonperformance of the Services or Ancillary Services.

(d) In no event shall the aggregate amount of all such damages or losses for which the Providing Party may be liable under this Agreement exceed the aggregate total sum received by the Providing Party for the Services; provided, that, no such cap shall apply to liability for damages or losses arising from or relating to breaches of Section 9 (relating to confidentiality), infringement of Intellectual Property or fraud or criminal acts. Except as provided in Subsection (c) of this Section 11, none of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives shall be liable for any action taken or omitted to be taken by, or the negligence, gross negligence or willful misconduct of, any third party.

(e) Notwithstanding anything to the contrary herein, none of the Providing Party or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives shall be liable for damages or losses incurred by the Receiving Party or any of the Receiving Party's Affiliates for any action taken or omitted to be taken by the Providing Party or such other person under or in connection with this Agreement to the extent such action or omission arises from actions taken or omitted to be taken by, or the negligence, gross negligence or willful misconduct of, the Receiving Party or any of the Receiving Party's Affiliates.

(f) No party hereto or any of its Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives shall in any event have any obligation or liability to the other party hereto or any such other person

whether arising in contract (including warranty), tort (including active, passive or imputed negligence) or otherwise for consequential, incidental, indirect, special or punitive damages, whether foreseeable or not, arising out of the performance of the Services or Ancillary Services or this Agreement, including any loss of revenue or profits, even if a party hereto has been notified about the possibility of such damages; provided, however , that the provisions of this Subsection (f) shall not limit the indemnification obligations hereunder of either party hereto with respect to any liability that the other party hereto may have to any third party not affiliated with any member of the Providing Party's Group or the Receiving Party's Group for any incidental, consequential, indirect, special or punitive damages.

(g) The Receiving Party shall indemnify and hold the Providing Party and its Affiliates and any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives harmless from and against any and all damages, claims or losses that the Providing Party or any such other person may at any time suffer or incur, or become subject to, as a result of or in connection with this Agreement or the Services or Ancillary Services provided hereunder, except those damages, claims or losses incurred by the Providing Party or such other person arising out of the gross negligence or willful misconduct by the Providing Party or such other person.

(h) Neither party hereto may bring an action against the other under this Agreement (whether for breach of contract, negligence or otherwise) more than six months after that party becomes aware of the cause of action, claim or event giving rise to the cause of action or claim or one year after the termination of this Agreement, whichever is shorter.

12. Taxes. Each party hereto shall be responsible for the cost of any sales, use, privilege and other transfer or similar taxes imposed upon that party as a result of the transactions contemplated hereby. Any amounts payable under this Agreement are exclusive of any goods and services taxes, value added taxes, sales taxes or similar taxes ("Sales Taxes") now or hereinafter imposed on the performance or delivery of Services, and an amount equal to such taxes so chargeable shall, subject to receipt of a valid receipt or invoice as required below in this Section 12, be paid by the Receiving Party to the Providing Party in addition to the amounts otherwise payable under this Agreement. In each case where an amount in respect of Sales Tax is payable by the Receiving Party in respect of a Service provided by the Providing Party, the Providing Party shall furnish in a timely manner a valid Sales Tax receipt or invoice to the Receiving Party in the form and manner required by applicable law to allow the Receiving Party to recover such tax to the extent allowable under such law. Additionally, if the Providing Party is required to pay 'gross-up' on withholding taxes with respect to provision of the Services, such taxes shall be billed separately as provided above and shall be owing and payable by the Receiving Party. Any applicable property taxes resulting from provision of the Services shall be payable by the party owing or leasing the asset subject to such tax.

13. Public Announcements. No party to this Agreement shall make, or cause to be made, any press release or public announcement or otherwise communicate with any news media in respect of this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other party hereto unless otherwise required by law, in which case the party making the press release, public announcement or communication shall give the other party reasonable opportunity to review and comment on such and the parties shall

cooperate as to the timing and contents of any such press release, public announcement or communication.

14. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party hereto; provided, however, that either party may assign this Agreement without the consent of the other party to any third party that acquires, by any means, including by merger or consolidation, all or substantially all the consolidated assets of such party. Any purported assignment in violation of this Section 14 shall be void and shall constitute a material breach of this Agreement.

15. Relationship of the Parties. The parties hereto are independent contractors and none of the parties hereto is an employee, partner or joint venturer of the other. Under no circumstances shall any of the employees of a party hereto be deemed to be employees of the other party hereto for any purpose. Except as expressly provided in Section 4(d), none of the parties hereto shall have the right to bind the others to any agreement with a third party or to represent itself as a partner or joint venturer of the other by reason of this Agreement.

16. Force Majeure. Neither party hereto shall be in default of this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations hereunder if such delay or failure is caused by strikes, acts of God, acts of the public enemy, acts of terrorism, riots or other events that arise from circumstances beyond the reasonable control of that party. During the pendency of such intervening event, each of the parties hereto shall take all reasonable steps to fulfill its obligations hereunder by other means and, in any event, shall upon termination of such intervening event, promptly resume its obligations under this Agreement.

17. Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

* * * * *

IN WITNESS WHEREOF, the parties have caused this Support Services Agreement to be executed as of the date first written above by their duly authorized representatives.

ALTISOURCE SOLUTIONS S.À R.L.

By /s/ William B. Shepro
Name: William B. Shepro
Title: Manager

ALTISOURCE ASSET MANAGEMENT CORPORATION

By /s/ Ashish Pandey
Name: Ashish Pandey
Title: Chief Executive Officer

SCHEDULE I

SERVICES

Services Provided	Service Period (months)	Service Fee
FINANCE AND ACCOUNTING Services Provided: · Corporate Accounting · Accounting Services and Reporting · Accounts Payables · Accounts Receivables · Corporate Secretary Support · Financial Reporting · Payroll Services · Tax · Treasury	24	Fully Allocated Cost of providing services.
HUMAN RESOURCES Services Provided: · Benefits Administration · Employee and Contractor On-boarding	24	Fully Allocated Cost of providing services.

- Employee Engagement
- HR Administration
- HR Strategy and Consulting
- HRIS Administration and Reporting
- Performance Management Platforms
- Personnel Files
- Recruiting
- Salary Administration
- Training and Compliance Support

Services Provided	Service Period (months)	Service Fee
LAW Services Provided: · Contract Review Services · Corporate Governance Services · Intellectual Property Maintenance Services · License Maintenance Services · Litigation Management · Regulatory Compliance Services	24	Fully allocated cost of providing services.
RISK MANAGEMENT AND SIX SIGMA Services Provided: · Internal Audit · SOX Compliance and SAS 70 · Business Continuity and Disaster Recovery Planning · Information Security · Loan Quality · Quality Assurance · Risk Management · Six Sigma	24	Fully Allocated Cost of providing services.
CONSUMER PSYCHOLOGY Services Provided: · Scripting Support · Staffing Models · Training Development · User and Task Analysis	24	Fully Allocated Cost of providing services.

Services Provided	Service Period (months)	Service Fee
CORPORATE SERVICES Services Provided: · Facilities Management · Mailroom Support · Physical Security · Travel Services	24	Fully Allocated Cost of providing services.
VENDOR MANAGEMENT OPERATIONS Services Provided: · Contract Negotiation · Vendor Compliance · Vendor Management Services · Insurance Risk Management	24	Fully Allocated Cost of providing services.
OTHER OPERATIONS SUPPORT · Capital Markets · Modeling · Quantitative Analytics · General Business Consulting	24	Fully Allocated Cost of providing services

EXHIBIT 10.2

TAX MATTERS AGREEMENT

By and Between

ALTISOURCE SOLUTIONS S.À R.L.

and

ALTISOURCE ASSET MANAGEMENT CORPORATION

Dated as of December 21, 2012

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

TAX MATTERS AGREEMENT (this "Agreement") entered into as of December 21, 2012, by and between ALTISOURCE SOLUTIONS S.À R.L., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg (including its parent, "Altisource") and ALTISOURCE ASSET MANAGEMENT CORPORATION, a corporation organized under the laws of the U.S. Virgin Islands and a wholly-owned subsidiary of Altisource ("AAMC").

WHEREAS, the board of directors of Altisource has determined that it is in the best interests of Altisource and its shareholders to separate the AAMC Business (as defined below) from Altisource.

WHEREAS, as of the date hereof, Altisource is the common parent of an affiliated group of corporations, including AAMC;

WHEREAS, Altisource and AAMC have entered into the Separation Agreement (as defined below).

WHEREAS, Altisource intends to distribute to shareholders of Altisource all the outstanding shares of AAMC Capital Stock (as defined below); and

WHEREAS the Companies (as defined below) desire to provide for and agree upon the allocation between the Companies of liabilities for Taxes (as defined below) arising prior to, as a result of, and subsequent to the Distribution (as defined below), and to provide for and agree upon other matters relating to Taxes.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Companies hereby agree as follows:

ARTICLE I

Definition of Terms

For purposes of this Agreement (including the recitals hereof), the following terms have the following meanings, and capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Separation Agreement:

"AAMC" shall have the meaning provided in the first sentence of this Agreement.

"AAMC Business" means the asset management business, as defined in the Separation Agreement.

"AAMC Capital Stock" means all classes or series of capital stock of AAMC, including (i) the AAMC Common Stock, and (ii) all options, warrants and other rights to acquire such capital stock.

"AAMC Carryback" means any net operating loss, net capital loss, excess tax credit or other similar Tax item of any member of the AAMC Group that may or must be carried from one Tax Period to another prior Tax Period under the Code or other applicable Tax Law.

"AAMC Common Stock" has the meaning set forth in the Separation Agreement.

"AAMC Group" means AAMC and its Subsidiaries, if any, as determined immediately after the Distribution.

"AAMC Separate Return" means any Separate Return of AAMC or any member of the AAMC Group.

"Accountant" shall have the meaning set forth in Section 6.02(b).

"Adjusted Party" shall have the meaning set forth in Section 5.02(b).

"Adjustment Request" means any formal or informal claim or request filed with any Tax Authority, or with any administrative agency or court, for the adjustment, refund or credit of Taxes, including (a) any amended Tax Return claiming adjustment to the Taxes as reported on the Tax Return or, if applicable, as previously adjusted, (b) any claim for equitable recoupment or other offset and (c) any claim for refund or credit of Taxes previously paid.

"Affiliate" means any entity that is directly or indirectly "controlled" by either the person in question or an Affiliate of such person. For purposes of the definition of "Affiliate," "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning provided in the first sentence of this Agreement.

"Altisource" shall have the meaning provided in the first sentence of this Agreement.

"Altisource Group" means Altisource and its Subsidiaries, excluding any entity that is a member of the AAMC Group.

"Altisource Separate Return" means any Separate Return of Altisource or any member of the Altisource Group.

"Ancillary Agreements" means the Transition Services Agreement, the Tax Matters Agreement, the Services Agreement and any instruments, assignments and other documents and agreements executed in connection with the implementation of the transactions contemplated by the Separation Agreement, including Article II.

"Base Rate" shall be the rate as set forth in Article XIII.

"Closing Date" means the date of the Distribution.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Companies" means Altisource and AAMC, collectively, and "Company," as the context requires, means either Altisource or AAMC.

"Distribution" has the meaning set forth in the Separation Agreement.

"Distribution-Related Proceeding" means any Tax Contest in which the IRS, another Tax Authority or any other party asserts a position that could reasonably be expected to increase the tax cost to Altisource or its shareholders of the Distribution.

"Final Determination" means the final resolution of liability for any Tax, which resolution may be for a specific issue or adjustment or for a taxable period, (a) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the laws of a State, local, or foreign taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of law) the right of the taxpayer to file a claim for refund or the right of the Tax Authority to assert a further deficiency in respect of such issue or adjustment or for such taxable period (as the case may be); (b) by a decision, judgment, decree or other order by a court of competent jurisdiction, which has become final and unappealable; (c) by a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of a State, local or foreign taxing jurisdiction; (d) by any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; (e) by a final settlement resulting from a treaty-based competent authority determination; or (f) by any other final disposition, including by reason of the expiration of the applicable statute of limitations or by mutual agreement of the parties.

"Group" means the Altisource Group or the AAMC Group, or both, as the context requires.

"High-Level Dispute" means any dispute or disagreement in which the amount of the liability in dispute exceeds $2 million.

"Indemnitee" shall have the meaning set forth in Section 11.03.

"Indemnitor" shall have the meaning set forth in Section 11.03.

"IRS" means the United States Internal Revenue Service.

"Past Practices" shall have the meaning set forth in Section 3.04(a).

"Payment Date" means (i) with respect to any Altisource income tax return, the due date for any required installment of estimated taxes determined under Section 6655 of the Code, the due date (determined without regard to extensions) for filing the return determined under Section 6072 of the Code, and the date the return is filed, and (ii) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax Law.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof, without regard to whether any entity is treated as disregarded for U.S. Federal income tax purposes.

"Post-Closing Period" means any Tax Period that, to the extent it relates to a member of the AAMC Group, begins after the Closing Date.

"Pre-Closing Period" means any Tax Period that, to the extent it relates to a member of the AAMC Group, ends on or before the Closing Date.

"Responsible Company" means, with respect to any Tax Return, the Company having responsibility for preparing and filing such Tax Return under this Agreement.

"Separate Return" means (a) in the case of any Tax Return of any member of the AAMC Group (including any consolidated, combined or unitary return), any such Tax Return that does not include any member of the Altisource Group and (b) in the case of any Tax Return of any member of the Altisource Group (including any consolidated, combined or unitary return), any such Tax Return that does not include any member of the AAMC Group.

"Separation Agreement" means the Separation Agreement by and between Altisource and AAMC dated as of December 21, 2012.

"Signing Group" shall have the meaning set forth in Section 6.03.

"Supplier Group" shall have the meaning set forth in Section 6.03.

"Tax" or "Taxes" means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, ad valorem, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, value added, alternative minimum, estimated or other tax (including any fee, assessment or other charge in the nature of or in lieu of any tax) imposed by any governmental entity or political subdivision thereof, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"Tax Advisor" means a United States tax counsel or accountant of recognized national standing.

"Tax Arbitrator" shall have the meaning set forth in Article XII.

"Tax Arbitrator Dispute" shall have the meaning set forth in Article XII.

"Tax Attribute" or "Attribute" means a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, excess charitable contribution, general business credit, Tax basis or any other Tax Item that could reduce a Tax.

"Tax Authority" means, with respect to any Tax, the governmental entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

"Tax Benefit" means any refund, credit or other reduction in otherwise required Tax payments.

"Tax Contest" means an audit, review, examination or other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund).

"Tax Detriment" means any increase in required Tax payments (or, without duplication, the reduction in any refund or credit).

"Tax Item" means, with respect to any income Tax, any item of income, gain, loss, deduction or credit.

"Tax Law" means the law of any governmental entity or political subdivision thereof relating to any Tax.

"Tax Period" means, with respect to any Tax, the period for which the Tax is reported as provided under the Code or other applicable Tax Law.

"Tax Records" means Tax Returns, Tax Return workpapers, documentation relating to any Tax Contests and any other books of account or records required to be maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Tax Authority.

"Tax Return" or "Return" means any report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration or document required to be filed under the Code or other Tax Law, including any attachments, exhibits or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

"Transactions" means the Distribution and the other transactions contemplated by the Separation Agreement.

ARTICLE II

Allocation of Tax Liabilities

SECTION 2.01 General Rule. (a) Altisource Liability. Altisource shall be liable for, and shall indemnify and hold harmless the AAMC Group from and against any liability for, Taxes that are allocated to Altisource under this Article II.

(b) AAMC Liability. AAMC shall be liable for, and shall indemnify and hold harmless the Altisource Group from and against any liability for, Taxes that are allocated to AAMC under this Article II.

SECTION 2.02 Allocations of Taxes. Taxes shall be allocated as follows:

(a) Allocation of Taxes to Altisource. Altisource shall be responsible for any and all Taxes due or required to be reported on any Altisource Separate Return (including any increase in such Tax as a result of a Final Determination) and all Taxes of Altisource and its direct or indirect Subsidiaries (including the consolidated tax group for U.S. Federal income tax purposes for which Altisource Portfolio Solutions Inc. is the parent) for the Pre-Closing Taxes Period.

(b) Allocation of Taxes to AAMC. AAMC shall be responsible for any and all Taxes due or required to be reported on any AAMC Separate Return (including any increase in such Tax as a result of a Final Determination).

ARTICLE III

Preparation and Filing of Tax Returns

SECTION 3.01 General. Except as otherwise provided in this Article III, Tax Returns shall be prepared and filed when due (including extensions) by the person obligated to file such Tax Returns under the Code or applicable Tax Law. The Companies shall provide, and shall cause their Affiliates to provide, assistance and cooperation to one another in accordance with Article VI with respect to the preparation and filing of Tax Returns, including providing information required to be provided in Article VI.

SECTION 3.02 Altisource's Responsibility. Altisource has the exclusive obligation and right to prepare and file, or to cause to be prepared and filed:

(a) Altisource income tax returns for all Tax Periods; and

(b) Altisource Separate Returns and AAMC Separate Returns that Altisource reasonably determines are required to be filed by the Companies or any of their Affiliates for Tax Periods ending on, before or after the Closing Date (limited, in the case of AAMC Separate Returns, to such Returns as are filed on or prior to the Closing Date).

SECTION 3.03 AAMC's Responsibility. AAMC shall prepare and file, or shall cause to be prepared and filed, all AAMC Separate Returns other than those Tax Returns filed on or prior to the Closing Date.

SECTION 3.04 Tax Accounting Practices. (a) General Rule. Except as provided in Section 3.04(b), with respect to any Tax Return that AAMC has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 3.03, for any Pre-Closing Period (and the portion, ending on the Closing Date, of any Tax Period that includes but does not end on the Closing Date), such Tax Return shall be prepared in accordance with past practices, accounting methods, elections or conventions ("Past Practices") used by Altisource and its Subsidiaries with respect to the Tax Returns in question (unless there is no reasonable basis for the use of such Past Practices) solely to the extent a change in such Past Practice could reasonably be expected to cause Altisource to incur a Tax Detriment, and to the extent any items are not covered by Past Practices (or in the event that there is no reasonable basis for the use of

such Past Practices), in accordance with reasonable Tax accounting practices. Except as provided in Section 3.04(b), Altisource shall prepare any Tax Return that it has the obligation and right to prepare and file, or cause to be prepared and filed, under Section 3.02, in accordance with reasonable Tax accounting practices selected by Altisource.

(b) Reporting of Transaction Tax Items. AAMC and Altisource shall file all Tax Returns consistent with the Tax treatment (including the value of AAMC) of the Transactions as determined by Altisource, unless there is no reasonable basis for such Tax treatment.

(c) Detrimental Tax Positions. Neither AAMC nor Altisource shall take a position on any Tax Return that is reasonably expected to cause a Tax Detriment to the other party without the consent of such party, not to be unreasonably withheld or delayed.

SECTION 3.05 Right to Review Tax Returns. (a) General. The Responsible Company with respect to any material Tax Return shall make such Tax Return and related workpapers available for review by the other Company, if requested, to the extent (i) such Tax Return relates to Taxes for which the requesting party would reasonably be expected to be liable, (ii) the requesting party would reasonably be expected to be liable in whole or in part for any additional Taxes owing as a result of adjustments to the amount of such Taxes reported on such Tax Return, (iii) such Tax Return relates to Taxes for which the requesting party would reasonably be expected to have a claim for Tax Benefits under this Agreement or (iv) the requesting party reasonably determines that it must inspect such Tax Return to confirm compliance with the terms of this Agreement. The Responsible Company shall use reasonable best efforts to make such Tax Return available for review, including by delivering such materials to the requesting party at the requesting party's expense, as required under this paragraph sufficiently in advance of the due date (including extensions) for filing of such Tax Return to provide the requesting party with a meaningful opportunity to analyze and comment on such Tax Return.

(b) Execution of Returns Prepared by Other Party. In the case of any Tax Return that is required to be prepared and filed by the Responsible Company under this Agreement and that is required by law to be signed by the other Company (or by its authorized representative), the Company that is legally required to sign such Tax Return shall be required to sign such Tax Return unless there is no reasonable basis for the Tax treatment of an item reported on the Tax Return or the Tax treatment of an item reported on the Tax Return should, in the opinion (reasonably acceptable in form and substance to the Responsible Company) of a Tax Advisor, subject the other Company (or its authorized representatives) to material penalties.

SECTION 3.06 AAMC Carrybacks and Claims for Refund. (a) AAMC hereby agrees that, unless Altisource consents in writing, no Adjustment Request with respect to any Tax Return for the Pre-Closing Period shall be filed; provided, however, that upon the reasonable request of AAMC, Altisource shall use reasonable best efforts to make, at AAMC's expense, an Adjustment Request claiming a refund of Taxes for the Pre-Closing Period with respect to an AAMC Carryback arising in a Post-Closing Period related to U.S. Federal or State Taxes (any such Adjustment Request to be prepared and filed by Altisource) where, in Altisource's reasonable discretion, such Adjustment Request will not materially impair the ability of

Altisource to use Tax Attributes. Altisource shall not take any action that would impair the use of any Tax Attribute by a member of the AAMC Group without the prior written consent of AAMC.

(b) AAMC, upon the request of Altisource, agrees to repay the amount paid over to AAMC (plus any penalties, interest or other charges imposed by the relevant Tax Authority) in the event Altisource is required to repay such refund to such Tax Authority.

SECTION 3.07 Apportionment of Earnings and Profits and Tax Attributes. Altisource shall in good faith advise AAMC in writing of the portion, if any, of any earnings and profits, Tax Attributes or other consolidated, combined or unitary attributes that Altisource determines shall be allocated or apportioned to the AAMC Group under applicable law. AAMC and all members of the AAMC Group shall prepare all Tax Returns in accordance with such written notice. As soon as practicable after receipt of a written request from AAMC, Altisource shall provide copies of any studies, reports and

workpapers supporting such allocations and apportionments. In the event of a subsequent adjustment by the applicable Tax Authority to such allocations and apportionments, Altisource shall promptly notify AAMC in writing of such adjustment. For the avoidance of doubt, Altisource shall not be liable to any member of the AAMC Group for any failure of any determination under this Section 3.07 to be accurate under applicable Tax Law.

ARTICLE IV

Tax Payments

SECTION 4.01 Payment of Taxes With Respect to Tax Returns Reflecting Taxes of the Other Company. In the case of any Tax Return reflecting Taxes allocated hereunder to the Company that is not the Responsible Company:

(a) Computation and Payment of Tax Due. At least 3 business days prior to any Payment Date for any Tax Return, the Responsible Company shall compute the amount of Tax required to be paid to the applicable Tax Authority (taking into account the requirements of Section 3.04 relating to consistent accounting practices) with respect to such Tax Return on such Payment Date. The Responsible Company shall pay such amount to such Tax Authority on or before such Payment Date (and provide notice and proof of payment to the other Company).

(b) Computation and Payment of Liability With Respect to Tax Due. Within 30 days following the earlier of (i) the due date (including extensions) for filing any such Tax Return (excluding any Tax Return with respect to payment of estimated Taxes or Taxes due with a request for extension of time to file) or (ii) the date on which such Tax Return is filed, if Altisource is the Responsible Company, then AAMC shall pay to Altisource the amount allocable to the AAMC Group under the provisions of Article II, and if AAMC is the Responsible Company, then Altisource shall pay to AAMC the amount allocable to the Altisource Group under the provisions of Article II, in each case, plus interest computed at the Base Rate on the amount of the payment based on the number of days from the earlier of (A) the due date of the Tax Return (including extensions) or (B) the date on which such Tax Return is filed to the date of payment.

(c) Adjustments Resulting in Underpayments. In the case of any adjustment pursuant to a Final Determination with respect to any such Tax Return, the Responsible Company shall pay to the applicable Tax Authority when due any additional Tax due with respect to such Tax Return required to be paid as a result of such adjustment pursuant to a Final Determination. The Responsible Company shall compute the amount attributable to the AAMC Group in accordance with Article II and AAMC shall pay to Altisource any amount due Altisource (or Altisource shall pay AAMC any amount due AAMC) under Article II within 30 days from the later of (i) the date the additional Tax was paid by the Responsible Company or (ii) the date of receipt of a written notice and demand from the Responsible Company for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. Any payments required under this Section 4.01(c) shall include interest computed at the Base Rate based on the number of days from the date the additional Tax was paid by the Responsible Company to the date of the payment under this Section 4.01(c).

SECTION 4.02 Indemnification Payments. All indemnification payments under this Agreement shall be made by Altisource directly to AAMC and by AAMC directly to Altisource; provided, however, that if the Companies mutually agree with respect to any such indemnification payment, any member of the Altisource Group, on the one hand, may make such indemnification payment to any member of the AAMC Group, on the other hand, and vice versa.

ARTICLE V

Tax Benefits

SECTION 5.01 Tax Refunds in General. Except as set forth below, Altisource shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which Altisource is liable hereunder, AAMC shall be entitled to any refund (and any interest thereon received from the applicable Tax Authority) of Taxes for which AAMC is liable hereunder and a Company receiving a refund to which another Company is entitled hereunder shall pay over such refund to such other Company within 30 days after such refund is received (together with interest computed at the Base Rate based on the number of days from the date the refund was received to the date the refund was paid over).

SECTION 5.02 Timing Differences and Reverse Timing Differences. (a) If as a result of an adjustment pursuant to a Final Determination to any Taxes for which a member of the Altisource Group is liable hereunder (or Tax Attribute of a member of the Altisource Group) a member of the AAMC Group could realize a current or future Tax Benefit that it could not realize but for such adjustment (determined on a with and without basis), or if as a result of an adjustment pursuant to a Final Determination to any Taxes for which a member of the AAMC Group is liable hereunder (or Tax Attribute of a member of the AAMC Group) a member of the Altisource Group could realize a current or future Tax Benefit that it could not realize but for such adjustment (determined on a with and without basis), AAMC or Altisource, as the case may be, shall make a payment to either Altisource or AAMC, as appropriate, within 30 days following the date of a written notice and demand from Altisource or AAMC, as appropriate, for payment of the amount due, accompanied by evidence of such adjustment and describing in reasonable detail the particulars relating thereto. Any payment required under this Section

5.02(a) shall include interest on such payment computed at the Base Rate based on the number of days from the date of such written notice to the date of payment under this Section 5.02(a). In the event that Altisource or AAMC disagrees with any such calculation described in this Section 5.02(a), Altisource or AAMC shall so notify the other Company in writing within 30 days of receiving the written calculation set forth above in this Section 5.02(a). Altisource and AAMC shall endeavor in good faith to resolve such disagreement.

(b) If a member of the AAMC Group actually realizes in cash pursuant to a Final Determination any Tax Detriment as a result of an adjustment pursuant to a Final Determination to any Taxes for which a member of the Altisource Group is liable hereunder (or Tax Attribute of a member of the Altisource Group) (in such circumstance, Altisource being the "Adjusted Party") and such Tax Detriment would not have arisen but for such adjustment (determined on a with and without basis), or if a member of the Altisource Group actually realizes in cash pursuant to a Final Determination any Tax Detriment as a result of an adjustment pursuant to a Final Determination to any Taxes for which a member of the AAMC Group is liable hereunder (or Tax

Attribute of a member of the AAMC Group) (in such circumstance, AAMC being the "Adjusted Party") and such Tax Detriment would not have arisen but for such adjustment (determined on a with and without basis), the Adjusted Party shall make a payment to the other party within 30 days following the later of such actual realization of the Tax Detriment and the Adjusted Party's actual realization of the corresponding Tax Benefit, in an amount equal to the lesser of such Tax Detriment actually realized in cash and the Tax Benefit, if any, actually realized in cash by the Adjusted Party pursuant to such adjustment (which would not have arisen but for such adjustment), plus interest on such amount computed at the Base Rate based on the number of days from the later of the date of such actual realization of the Tax Detriment and the Adjusted Party's actual realization of the corresponding Tax Benefit to the date of payment of such amount under this Section 5.02(b). No later than 30 days after a Tax Detriment described in this Section 5.02(b) is actually realized in cash by a member of the Altisource Group or a member of the AAMC Group, Altisource (if a member of the Altisource Group actually realizes such Tax Detriment) or AAMC (if a member of the AAMC Group actually realizes such Tax Detriment) shall provide the other Company with a written calculation of the amount payable pursuant to this Section 5.02(b). In the event that Altisource or AAMC disagrees with any such calculation described in this Section 5.02(b), Altisource or AAMC shall so notify the other Company in writing within 30 days of receiving the written calculation set forth above in this Section 5.02(b). Altisource and AAMC shall endeavor in good faith to resolve such disagreement.

SECTION 5.03 AAMC Carrybacks. AAMC shall be entitled to any refund actually received in cash that is attributable to, and would not have arisen but for (determined on a with and without basis), an AAMC Carryback pursuant to the proviso set forth in Section 3.06, provided that the refund is a refund of Taxes for the Tax Period to which the AAMC Carryback is carried or the first or second immediately following Tax Periods. Any such payment of such refund made by Altisource to AAMC pursuant to this Section 5.03 shall be recalculated in light of any Final Determination (or any other facts that may arise or come to light after such payment is made, such as a carryback or carryforward of an Altisource Group Tax Attribute to a Tax Period in respect of which such refund is received) that would affect the amount to which AAMC is entitled, and an appropriate adjusting payment shall be made by AAMC to Altisource such that the aggregate amounts paid pursuant to this Section 5.03 equals such recalculated

amount (with interest computed at the Base Rate based on the number of days from the date of the actual receipt of such refund to the date of payment of such amount under this Section 5.03).

ARTICLE VI

Assistance and Cooperation

SECTION 6.01 Assistance and Cooperation. (a) After the Distribution, the Companies shall cooperate (and cause their respective Affiliates to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, in connection with Tax matters relating to the Companies and their Affiliates including (i) preparation and filing of Tax Returns, (ii) determining the liability for and amount of any Taxes due (including estimated Taxes) or the right to and amount of any refund of Taxes, (iii) examinations of Tax Returns and (iv) any administrative or judicial proceeding in respect of Taxes assessed or proposed to be assessed. Such cooperation shall include making all information and documents in their possession relating to the other Company and its Affiliates available to such other Company as provided in Article VII. Each of the Companies shall also make available to the other, as reasonably requested and available, personnel (including officers, directors, employees and agents of the Companies or their respective Affiliates) responsible for preparing, maintaining and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes.

(b) Any information or documents provided under this Article VI shall be kept confidential by the Company receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes.

SECTION 6.02 Income Tax Return Information. AAMC and Altisource acknowledge that time is of the essence in relation to any request for information, assistance or cooperation made by Altisource or AAMC pursuant to Section 6.01 or this Section 6.02. AAMC and Altisource acknowledge that failure to conform to the deadlines set forth herein or reasonable deadlines otherwise set by Altisource or AAMC could cause irreparable harm.

(a) Each Company shall provide to the other Company information and documents relating to its Group required by the other Company to prepare Tax Returns. Any information or documents the Responsible Company requires to prepare such Tax Returns shall be provided in such form as the Responsible Company reasonably requests and in sufficient time for the Responsible Company to file such Tax Returns on a timely basis.

(b) In the event that a party fails to provide any information requested by the other party pursuant to Section 6.01 or this Section 6.02, within the deadlines as set forth herein, a party shall have the right to engage a nationally recognized public accounting firm of its choice (the "Accountant"), in its sole and absolute discretion, to gather such information directly from the other party. The parties agree, and will cause all other members of their Group to agree, upon 10 business days' notice, in the case of a failure to provide information pursuant to Section 6.01 or this Section 6.02, to permit any such Accountant full access to all records or other

information requested by such Accountant during reasonable business hours. Such other party agrees promptly pay all reasonable costs and expenses incurred by the requesting party in connection with the engagement of such Accountant.

SECTION 6.03 Reliance. If any member of one Group (the "Supplier Group") supplies information to a member of the other Group (the "Signing Group") in connection with a Tax liability and an officer of a member of the Signing Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Signing Group identifying the information being so relied upon, the chief financial officer of the Supplier Group (or any officer of the Supplier Group as designated by the chief financial officer of the Supplier Group) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete. The Company that is a member of the Supplier Group agrees to indemnify and hold harmless each member of the Signing Group and its directors, officers and employees from and against any fine, penalty or other cost or expense of any kind attributable to a member of the Supplier Group having supplied, pursuant to this Article VI, a member of the Signing Group with inaccurate or incomplete information in connection with a Tax liability.

ARTICLE VII

Tax Records

SECTION 7.01 Retention of Tax Records. Each Company shall preserve and keep all Tax Records exclusively relating to the assets and activities of its Group for Pre-Closing Periods (and the portion, ending on the Closing Date, of any Tax Period that includes but does not end on the Closing Date), and Altisource shall preserve and keep all other Tax Records relating to Taxes of the Groups for Pre-Closing Periods until the later of (i) the expiration of any applicable statutes of limitation, and (ii) 7 years after the Closing Date. After such earlier date, each Company may dispose of such records upon 90 days' prior written notice to the other Company. If, prior to the expiration of the applicable statute of limitation or such seven-year period, a Company reasonably determines that any Tax Records that it would otherwise be required to preserve and keep under this Article VII are no longer material in the administration of any matter under the Code or other applicable Tax Law and the other Company agrees, then such first Company may dispose of such records upon 90 days' prior notice to the other Company. Any notice of an intent to dispose given pursuant to this Section 7.01 shall include a list of the records to be disposed of describing in reasonable detail each file, book or other record accumulation being disposed. The notified Company shall have the opportunity, at its cost and expense, to copy or remove, within such 90-day period, all or any part of such Tax Records.

SECTION 7.02 Access to Tax Records. The Companies and their respective Affiliates shall make available to each other for inspection and copying (or delivery, at the requesting party's expense) during normal business hours upon reasonable notice all Tax Records in their possession to the extent reasonably required by the other Company in connection with the preparation of Tax Returns, audits, litigation or the resolution of items under this Agreement.

ARTICLE VIII

Tax Contests

SECTION 8.01 Notice. Each of the parties shall provide prompt notice to the other party of any written communication from a Tax Authority regarding any pending or threatened Tax audit, assessment or proceeding or other Tax Contest of which it becomes aware related to Taxes for Tax Periods for which it is indemnified by the other party hereunder. Such notice shall attach copies of the pertinent portion of any written communication from a Tax Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such matters.

SECTION 8.02 Control of Tax Contests. (a) Altisource Returns. In the case of any Tax Contest with respect to any Altisource income tax return, Altisource shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of Tax liability arising from such Tax Contest. Altisource shall keep AAMC informed in a timely manner regarding such Tax Contests to the extent relating to the AAMC Business, the AAMC Group or the assets transferred to AAMC pursuant to the Transactions insofar as such Tax Contests would reasonably be expected to affect the AAMC Group.

(b) AAMC Separate Returns. In the case of any Tax Contest with respect to an AAMC Separate Return, AAMC shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of Tax liability arising from such Tax Contest.

(c) Distribution-Related Proceedings. In the event of any Distribution-Related Proceeding as a result of which AAMC could reasonably be expected to become liable for any amounts that Altisource is entitled to control under this Article VIII, (A) Altisource shall consult with AAMC reasonably in advance of taking any significant action in connection with such Distribution-Related Proceeding, (B) Altisource shall consult with AAMC and offer AAMC a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Distribution-Related Proceeding, (C) Altisource shall defend such Distribution-Related Proceeding diligently and in good faith and (D) Altisource shall provide AAMC copies of any written materials relating to such Distribution-Related Proceeding received from the relevant Tax Authority.

ARTICLE IX

Effective Date; Termination of Prior Intercompany Tax Allocation Agreements

This Agreement shall be effective as of the date hereof. As of the date hereof, all prior intercompany Tax allocation agreements or arrangements relating to one or more members of the Altisource Group, on the one hand, and one or more members of the AAMC Group, on the other hand, shall be terminated, and no member of any Group shall have any right or obligation in respect of any member of the other Group thereunder.

ARTICLE X

Survival of Obligations

The representations, warranties, covenants and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

ARTICLE XI

Treatment of Payments; Tax Gross Up

SECTION 11.01 Treatment of Tax Indemnity and Tax Benefit Payments. In the absence of any change in Tax treatment under applicable Tax Law:

(a) any Tax indemnity payments made by a Company under Article IV shall be reported for Tax purposes by the payor and the recipient as distributions or capital contributions, as appropriate, occurring immediately before the Distribution or as payments of an assumed or retained liability, and

(b) any Tax Benefit payments made by a Company under Article V, shall be reported for Tax purposes by the payor and the recipient as distributions or capital contributions, as appropriate, occurring immediately before the Distribution or as payments of an assumed or retained liability.

SECTION 11.02 Tax Gross Up. If, notwithstanding the manner in which Tax indemnity payments and Tax Benefit payments were reported, there is an adjustment to the Tax liability of a Company as a result of its receipt of a payment pursuant to this Agreement, such payment shall be appropriately adjusted so that the amount of such payment, reduced by the amount of all income Taxes payable with respect to the receipt thereof (but taking into account all correlative Tax Benefits resulting from the payment of such income Taxes), shall equal the amount of the payment that the Company receiving such payment would otherwise be entitled to receive pursuant to this Agreement.

SECTION 11.03 Interest under This Agreement. Anything herein to the contrary notwithstanding, to the extent one Company ("Indemnitor") makes a payment of interest to another Company ("Indemnitee") under this Agreement with respect to the period from the date that the Indemnitee made a payment of Tax to a Tax Authority to the date that the Indemnitor reimbursed the Indemnitee for such Tax payment, the interest payment shall be treated as interest expense to the Indemnitor (deductible to the extent provided by law) and as interest income by the Indemnitee (includible in income to the extent provided by law). The amount of the payment shall not be adjusted under Section 11.02 to take into account any associated Tax Benefit to the Indemnitor or Tax Detriment to the Indemnitee.

ARTICLE XII

Disagreements

The Companies mutually desire that collaboration will continue between them. Accordingly, they will try, and they will cause their respective Group members to try, to resolve in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement (other than a High-Level Dispute) (a "Tax Arbitrator Dispute") between the Companies as to the interpretation of any provision of this Agreement or the performance of obligations hereunder, the Tax departments of the Companies shall negotiate in good faith to resolve the Tax Arbitrator Dispute. If such good faith negotiations do not resolve the Tax Arbitrator Dispute, then the matter, upon written request of either Company, will be referred to a tax lawyer or accountant acceptable to each of the Companies (the "Tax Arbitrator"). The Tax Arbitrator may, in its discretion, obtain the services of any third-party appraiser, accounting firm or consultant that the Tax Arbitrator deems necessary to assist it in resolving such disagreement. The Tax Arbitrator shall furnish written notice to the Companies of its resolution of any such Tax Arbitrator Dispute as soon as practical, but in any event no later than 45 days after its acceptance of the matter for resolution. Any such resolution by the Tax Arbitrator will be conclusive and binding on the Companies. Following receipt of the Tax Arbitrator's written notice to the Companies of its resolution of the Tax Arbitrator Dispute, the Companies shall each take or cause to be taken any action necessary to implement such resolution of the Tax Arbitrator. In accordance with Article XIV, each Company shall pay its own fees and expenses (including the fees and expenses of its representatives) incurred in connection with the referral of the matter to the Tax Arbitrator. All fees and expenses of the Tax Arbitrator in connection with such referral shall be shared equally by the Companies. Any High-Level Dispute shall be resolved pursuant to the procedures set forth in Article VIII of the Separation Agreement. Nothing in this Article XII will prevent either Company from seeking injunctive relief if any delay resulting from the efforts to resolve the Tax Arbitrator Dispute through the Tax Arbitrator (or any delay resulting from the efforts to resolve any High-Level Dispute through the procedures set forth in Article VIII of the Separation Agreement) could result in serious and irreparable injury to either Company.

ARTICLE XIII

Late Payments

Any amount owed by one party to another party under this Agreement that is not paid when due shall bear interest at three (3) month London Interbank Offer Rate (LIBOR), compounded semiannually, from the due date of the payment to the date paid. To the extent interest required to be paid under this Article XIII duplicates interest required to be paid under any other provision of this Agreement, interest shall be computed at the higher of the interest rate provided under this Article XIII or the interest rate provided under such other provision.

ARTICLE XIV

Expenses

Except as otherwise provided in this Agreement, each party and its Affiliates shall bear their own expenses incurred in connection with preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

ARTICLE XV

General Provisions

SECTION 15.01 Addresses and Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person or (b) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Altisource, to:
Altisource Solutions S.à r.l.

291, Route d'Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Fax No.: 352-2744-9499

If to AAMC to:
Altisource Asset Management Corporation
402 Strand St.
Frederiksted, VI 00840-3531
Attn: Corporate Secretary
Fax No.: 340-692-1046

Either party may, by notice to the other party, change the address to which such notices are to be given.

SECTION 15.02 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

SECTION 15.03 Waiver. Waiver by any party hereto of any default by any other party hereto of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default.

SECTION 15.04 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially

adverse to either party. Upon any such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to effect the original intent of the parties.

SECTION 15.05 Authority. Each of the parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

SECTION 15.06 Further Action. The parties shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement, including the execution and delivery to the other parties and their Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or appropriate in connection with Tax Contests (or portions thereof) under the control of such other parties in accordance with Article VIII.

SECTION 15.07 Integration. This Agreement, together with each of the exhibits and schedules appended hereto, constitutes the final agreement between the parties, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement, as applicable. In the event of any inconsistency between this Agreement and the Separation Agreement, or any other agreements relating to the transactions contemplated by the Separation Agreement, with respect to matters addressed herein, the provisions of this Agreement shall control.

SECTION 15.08 Construction. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and shall not be strictly construed for or against any party. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. Unless otherwise indicated, all "Section" and "Article" references in this Agreement are to sections and articles of this Agreement.

SECTION 15.09 No Double Recovery. No provision of this Agreement shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged party has been fully compensated under any other provision of this Agreement or under any other agreement or action at law or equity. Unless expressly required in this Agreement, a party shall not be required to exhaust all remedies available under other agreements or at law or equity before recovering under the remedies provided in this Agreement.

SECTION 15.10 Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of

one executed counterpart from each party to the other party. The signatures of both parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

SECTION 15.11 Governing Law; Jurisdiction.

(a) This Agreement and, unless expressly provided therein, each Ancillary Agreement, shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York applicable to contracts made and to be performed wholly in such State and

irrespective of the choice of law principles of the State of New York, as to all matters (other than with respect to the corporate action of the Altisource board of directors attendant to the declaration and payment of the dividend of the AAMC Common Shares, which shall be governed by the law of Luxembourg).

(b) Any action or proceeding arising out of or relating to this Agreement or any Ancillary Agreement shall be brought in the courts of the State of New York located in the County of New York or in the United States District Court for the Southern District of New York (if any party to such action or proceeding has or can acquire jurisdiction), and each of the parties hereto or thereto irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any Ancillary Agreement in any other court. The parties to this Agreement or any Ancillary Agreement agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties hereto and thereto irrevocably to waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in the first sentence of this Section 15.11 may be served on any party to this Agreement or any Ancillary Agreement anywhere in the world.

(c) Notwithstanding the foregoing, (i) in the event that a court of competent jurisdiction determines that the choice of New York law in accordance with Section 15.11(a) is unenforceable, this Agreement shall be governed by the laws of the U.S. Virgin Islands and (ii) in the event that a court of competent jurisdiction determines that the choice of New York jurisdiction in accordance with Section 15.11(b) is unenforceable, any action or proceeding arising out of or relating to this Agreement or any Ancillary Agreement shall be brought in the courts of the U.S. Virgin Islands.

SECTION 15.12 Amendment. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment, supplement or modification.

SECTION 15.13 AAMC Subsidiaries. If, at any time, AAMC or Altisource, respectively, acquires or creates one or more subsidiaries that are includable in the AAMC

Group or the Altisource Group, respectively, they shall be subject to this Agreement and all references to the AAMC Group or Altisource Group, respectively, herein shall thereafter include a reference to such subsidiaries.

SECTION 15.14 Successors. This Agreement shall be binding on and inure to the benefit of any successor by merger, acquisition of assets, or otherwise, to any of the parties hereto, to the same extent as if such successor had been an original party to this Agreement.

SECTION 15.15 Injunctions. The parties acknowledge that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. The parties hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court having jurisdiction, such remedy being in addition to any other remedy to which they may be entitled at law or in equity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

ALTISOURCE SOLUTIONS S.À R.L.

By /s/ William B. Shepro
Name: William B. Shepro
Title: Manager

ALTISOURCE ASSET MANAGEMENT CORPORATION

By /s/ Ashish Pandey
Name: Ashish Pandey
Title: Chief Executive Officer

ASSET MANAGEMENT AGREEMENT (the "Agreement"), dated as of December 21, 2012, among ALTISOURCE RESIDENTIAL CORPORATION, a Maryland corporation ("Residential"), ALTISOURCE RESIDENTIAL, L.P., a Delaware limited partnership (the "Partnership"), and ALTISOURCE ASSET MANAGEMENT CORPORATION, a U.S. Virgin Islands corporation (the "Asset Manager").

RECITALS

WHEREAS, Residential and the Partnership desire to retain the Asset Manager as their exclusive provider of asset management and corporate governance services, on the terms and conditions hereinafter set forth, and the Asset Manager wishes to be retained to provide such services.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereby agree as follows:

1. Duties of the Asset Manager.

(a) Residential and the Partnership, each hereby employs the Asset Manager to provide asset management and corporate governance services to Residential and the Partnership, subject to the supervision of the Board of Directors of Residential (the "Board of Directors") and the general partner of the Partnership (the "General Partner"), for the period and upon the terms herein set forth, in each case, (x) in accordance with the investment objectives, policies and restrictions set forth by the Board of Directors and the General Partner, and (y) in accordance with all other applicable federal, state and territorial laws, rules and regulations. Without limiting the generality of the foregoing, the Asset Manager shall, during the term and subject to the provisions of this Agreement, (i) determine the composition of Residential's and the Partnership's portfolio of Real Estate Assets (as defined herein), the nature and timing of the changes therein and the manner of implementing such changes (including through the sale or purchase of Real Estate Assets); (ii) identify, evaluate and negotiate the structure of the investments in Real Estate Assets made by Residential and the Partnership; (iii) perform due diligence on prospective investments in Real Estate Assets; (iv) monitor Residential's and the Partnership's investments in Real Estate Assets; (v) provide corporate governance services to Residential and the Partnership; and (vi) provide Residential with such other research and related services as Residential may, from time to time, reasonably require. In the event that Residential determines to acquire debt or other financing for the purpose of any investment in Real Estate Assets, the Asset Manager will arrange for such financing on Residential's behalf, subject to the oversight and approval of the Board of Directors and the General Partner. If it is necessary for the Asset Manager to make investments in Real Estate Assets on behalf of Residential or the Partnership through a special purpose vehicle, the Asset Manager shall have authority to create or arrange for the creation of such special purpose vehicle and to make such investments in Real Estate Assets through such special purpose vehicle. For purposes of this Agreement, the term "Real Estate Assets" shall include the following asset classes: (A) single-family residential properties for rental, (B) non-performing residential mortgage loans, (C) title insurance and reinsurance, and (D) any other similar assets or investments as may be agreed to between the parties.

(b) The Asset Manager hereby accepts such employment and agrees during the term hereof to render the services described herein for the compensation provided herein.

(c) The Asset Manager shall for all purposes herein provided be deemed to be an independent contractor and, except as expressly provided or authorized herein, shall have no authority to act for or represent Residential or the Partnership in any way or otherwise be deemed an agent of Residential or the Partnership.

(d) The Asset Manager shall keep and preserve for the period required by Residential and the General Partner any books and records relevant to the provision of its asset management and corporate governance services to Residential or the Partnership and shall specifically maintain all books and records with respect to Residential's or the Partnership's portfolio transactions and shall render to Residential such periodic and special reports as Residential or the General Partner may reasonably request. The Asset Manager agrees that all records that it maintains for Residential and the General Partner are the property of Residential and/or the Partnership and will surrender promptly to Residential or the Partnership, as applicable, any such records upon Residential's or the General Partner's request, provided that the Asset Manager may retain a copy of such records.

(e) The Asset Manager is the sole holder of common stock of NewSource Reinsurance Company Ltd. ("NewSource"). The Asset Manager shall vote its shares of common stock in NewSource independently of its obligations under this Agreement and without regard to the effects of such vote on Residential or the Partnership. Residential and the Partnership hereby confirm that the Asset Manager has no duty to consider their views or interests in voting the NewSource shares of common stock and will not request the Asset Manager to vote such shares in any particular way.

2. Devotion of Time; Additional Activities.

(a) So long as Residential and the Partnership, in the aggregate, have on hand the Minimum Capital Amount, the Asset Manager will not contract or engage with any other party to provide the same or substantially similar services as set forth herein without the prior written consent of Residential and the Partnership, which may be withheld by Residential and the Partnership in their sole discretion. For purposes of this Section 2(a), "Minimum Capital Amount" means, as of the applicable measurement date, an average of $50,000,000 of capital available for investment over the previous two fiscal quarters.

(b) The Asset Manager and its affiliates will provide Residential and the Partnership with a management team, including a chief executive officer, a chief financial officer, a general counsel and other appropriate support personnel. The Asset Manager is not obligated to dedicate any of its personnel exclusively to Residential or the Partnership, nor is the Asset Manager or its personnel obligated to dedicate any specific portion of its or their time to Residential or the Partnership.

(c) Managers, partners, officers, employees, personnel and agents of the Asset Manager or affiliates of the Asset Manager may serve as directors, officers, employees, personnel, agents, nominees or signatories for Residential and/or the Partnership, to the extent

permitted by their governing documents or by any resolutions duly adopted by the Board of Directors pursuant to Residential's governing documents or approval by the General Partner in accordance with the Partnership's governing documents. When executing documents or otherwise acting in such capacities

for Residential or the Partnership, such persons shall use their respective titles in Residential or the Partnership.

3. Reimbursement of Expenses. Residential shall reimburse the Asset Manager on a monthly basis for (a) direct and indirect expenses it incurs or payments in makes on behalf of Residential, the Partnership or any other respective subsidiaries thereof, including, but not limited to, the allocable compensation and routine overhead expenses of all employees and staff of the Asset Manager, when and to the extent engaged in providing asset management and corporate governance services hereunder, (b) all other necessary or appropriate expenses allocable to Residential, the Partnership or any other respective subsidiaries thereof or otherwise reasonably incurred by the Asset Manager in connection with the performance of the Asset Manager's duties hereunder and (c) all costs and expenses incurred by the Asset Manager in connection with operations of Residential, the Partnership or any other respective subsidiaries thereof or any transactions in which Residential, the Partnership or any other respective subsidiaries thereof engage. Without limiting the foregoing, Residential shall reimburse the Asset Manager (to the extent incurred by the Asset Manager) and retain all responsibility for those costs and expenses relating to: (i) the organization and corporate governance of Residential, the Partnership or any of the respective subsidiaries thereof; (ii) calculating the net asset value of Residential, the Partnership or any other respective subsidiaries thereof (including the cost and expenses of any independent valuation firm); (iii) fees and expenses payable to third parties, including agents, consultants or other advisors, in monitoring financial and legal affairs for Residential, the Partnership or any other respective subsidiaries thereof and in monitoring investments in Real Estate Assets held by any of the foregoing and performing due diligence on their prospective investments in Real Estate Assets; (iv) interest payable on debt, if any, incurred to finance investments in Real Estate Assets by Residential, the Partnership or any other respective subsidiaries thereof; (v) offerings of the equity or other securities of Residential, the Partnership or any of their respective subsidiaries; (vi) asset management and incentive fees payable to third parties; (vii) fees payable to third parties, including agents, consultants or other advisors, relating to, or associated with, evaluating and making investments in Real Estate Assets; (viii) transfer agent and custodial fees; (ix) federal, state and territorial registration fees; (x) all costs of registration and listing the capital stock or other securities of Residential, the Partnership or any other respective subsidiaries thereof on any securities exchange; (x) federal, state and local taxes; independent directors' fees and expenses; (xi) costs of preparing and filing reports or other documents required by the Securities and Exchange Commission or any other cost of compliance with federal or state securities laws; (xii) costs of any reports, proxy statements or other notices to stockholders, including printing costs; (xiii) the portion of the directors and officers/errors and omissions liability insurance, and any other insurance premiums allocable to Residential, the Partnership or any other respective subsidiaries thereof; (xiv) direct costs and expenses of administration, including printing, mailing, long distance telephone, copying, secretarial and other staff, independent auditors and outside legal costs; and (xv) all other expenses incurred by the Asset Manager in connection with administering the business of Residential, the Partnership or any subsidiary thereof.

4. Compensation of the Asset Manager.

(a) On the last day of each fiscal quarter of Residential, Residential agrees to pay, and the Asset Manager agree to accept, as compensation for the services provided by the Asset Manager hereunder, an incentive fee (the "Incentive Fee") as hereinafter set forth and by way of example on Exhibit I attached hereto:

(i) *first*, 2% of the amount of cash dividends paid by Residential to its shareholders with respect to such cash during such fiscal quarter until the Quarterly Per Share Distribution Amount exceeds the First Threshold during such fiscal quarter, as such amount may be adjusted from time to time pursuant to Section 4(d) hereof;

(ii) *second*, 15% of the amount of additional cash dividends paid by Residential to its shareholders with respect to such cash during such fiscal quarter until the Quarterly Per Share Distribution Amount exceeds the Second Threshold during such fiscal quarter, as such amount may be adjusted from time to time pursuant to Section 4(d) hereof;

(iii) *third*, 25% of the amount of cash dividends paid by Residential to its shareholders with respect to such cash during such fiscal quarter until the Quarterly Per Share Distribution Amount exceeds the Third Threshold during such fiscal quarter, as such amount may be adjusted from time to time pursuant to Section 4(d) hereof; and

(iv) *thereafter*, 50% of the amount of cash dividends paid by Residential to its shareholders with respect to such cash during such fiscal quarter.

Notwithstanding the foregoing, in the case of cash dividends of Cash From Capital Transactions paid by Residential to its shareholders, no Incentive Fee shall be paid to the Asset Manager in accordance with this Section 4(a) unless and until a hypothetical holder of one share of Class B Common Stock acquired on the Separation Date has received with respect to such share of Class B Common Stock, during the period since the Separation Date through such date, distributions of Available Cash that are deemed to be Cash From Capital Transactions in an aggregate amount equal to $12.74; provided that in calculating such amount, any dividends of Cash From Capital Transaction paid to holders of Class A Common Stock in preference to holders of Class B Common Stock shall be deemed have been distributed to all of Residential's stockholders on a pari passu basis.

(b) For purposes of this Agreement Residential shall be deemed to have made quarterly distributions to its shareholders of all of its Available Cash.

(c) For purposes of this Section 4, the following terms shall have the following meanings:

(i) "Available Cash" shall mean, with respect to any fiscal quarter:

A. the sum of:

(1) all cash receipts of Residential during such quarter from all sources (including, without limitation, distributions of cash received from the Partnership and cash proceeds from Capital Transactions); and

(2) any reduction in reserves with respect to such quarter from the level at the end of the prior quarter;

B. less the sum of:

(1) all cash disbursements of Residential during such quarter, including, without limitation, disbursements for operating expenses, taxes, if any, debt service (including, without limitation, the payment of principal, premium and interest), capital expenditures and contributions, if any, to the Partnership; and

(2) any reserves established with respect to such quarter, and any increase in reserves established with respect to prior quarters, in such amounts as the Board of Directors determines in its reasonable discretion to be necessary or appropriate (x) to provide for the proper conduct of the business of Residential and its subsidiaries (including, without limitation, reserves for future capital expenditures or the purchase or other acquisition of Real Estate Assets) or (y) because the distribution of such amounts would be prohibited by applicable law or by any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which Residential or any of its subsidiaries is a party or by which any of them is bound or by which any of their assets are subject.

Notwithstanding the foregoing, "Available Cash" with respect to any fiscal quarter shall include any cash receipts (to the extent such cash receipts are attributable to transactions and operations during such quarter) received by Residential after the end of such quarter.

(ii) "Capital Transactions" shall mean (a) borrowings, refinancings or refundings of indebtedness and sales of debt securities (other than for working capital purposes and other than for items purchased on open account in the ordinary course of business) by Residential or its subsidiaries, (b) sales of equity interests by Residential or its subsidiaries and (c) sales or other voluntary or involuntary dispositions of any assets of Residential or its subsidiaries (other than (x) sales or other dispositions of assets in the ordinary course of business, (y) sales or other dispositions of other current assets including, without limitation, receivables and accounts and (z) sales or other dispositions of assets as a part of normal retirements or replacements), in each case prior to the commencement of the dissolution and liquidation of Residential. For the purposes of this definition, sales or other dispositions of assets in the ordinary course of business shall be deemed to include all sales or other dispositions of assets by Residential other than the sale or other disposition by Residential or its subsidiaries, in a single transaction or series of related transactions, of assets that have an aggregate value in excess of 50% of the aggregate value of all assets held by Residential and its subsidiaries on a consolidated

basis immediately prior to the consummation of such transaction or, in the case of a series of related transactions, the first such transaction.

(iii) "Cash From Capital Transactions" shall mean, at any date, any proceeds received by Residential or its subsidiaries with respect to a Capital Transaction, net of any (i) reasonable transaction expenses incurred by Residential or its subsidiaries in connection therewith or (ii) payments or prepayments of principal and premium required by reason of loan agreements (including, without limitation, covenants and default provisions therein) or by lenders, in each case, in connection with such Capital Transaction; *provided*, that any payment or prepayment of principal, whether or not then due, shall be deemed, at the election and in the discretion of the Board of Directors to be refunded or refinanced by any indebtedness incurred or to be incurred by Residential or its subsidiaries simultaneously with or within 180 days prior to or after such payment or prepayment to the extent of the principal amount of such indebtedness so incurred.

(iv) "Class A Common Stock" shall mean the Class A Common Stock, $0.01 par value per share, of Residential.

(v) "Class B Common Stock" shall mean the Class B Common Stock, $0.01 par value per share, of Residential.

(vi) "First Threshold" shall mean $0.161 per share.

(vii) "Quarterly Per Share Distribution Amount" shall mean the aggregate amount of dividend distributions made during the applicable quarter divided by the average number of shares of common stock of Residential outstanding as of the applicable dividend distribution date.

(viii) "Second Threshold" shall mean $0.193 per share.

(ix) "Separation Date" shall have the meaning ascribed to such term in the Separation Agreement, dated December 21, 2012 by and between Residential and Altisource Portfolio Solutions S.A.

(x) "Third Threshold" shall mean $0.257 per share.

(xi) "Thresholds" shall mean each of the First Threshold, Second Threshold and Third Threshold.

(d) Each of the Thresholds shall be adjusted from time to time as follows:

(i) In the event of the payment of any dividend of Cash from Capital Transactions by Residential to its shareholders, each of the Thresholds shall be reduced to by an amount equal to the applicable Threshold multiplied by a fraction (i) the numerator of which shall be the amount of distributions of Available Cash that are deemed to be Cash From Capital Transactions that a hypothetical holder of one share of Class B Common Stock acquired on the Separation Date has received with respect to such share of Class B Common Stock, during the period since the Separation Date through such date, and (ii) denominator of which shall be

$12.74; provided that in no event shall such fraction be greater than 1; provided further that in calculating the numerator of such fraction, any dividends of Cash From Capital Transactions paid to holders of Class A Common Stock in preference to holders of Class B Common Stock shall be deemed have been distributed to all of Residential's stockholders on a pari passu basis.

(ii) If Residential at any time subdivides (by any stock split, stock dividend, reclassification, recapitalization or other similar transaction) its common stock into a greater number of shares, the Thresholds shall be proportionately decreased. If Residential at any time combines (by reverse stock split, reclassification, recapitalization or other similar transaction) its common stock into a smaller number of shares, the Thresholds shall be proportionately increased.

(e) Residential shall make any payments due hereunder to the Asset Manager or to the Asset Manager's designee as the Asset Manager may otherwise direct.

5. Regulatory Matters. Each of Residential and the Partnership acknowledges that the Asset Manager is not registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act") and that the parties do not anticipate that the Asset Manager shall be required to so register in connection with the provision of asset management services by the Asset Manager pursuant to this Agreement since the Asset Manager is not providing advice to Residential or the Partnership with respect to the purchase, sale or investment of securities as defined under the Advisers Act. Notwithstanding anything contained herein to the contrary, each of the parties acknowledges and agrees that in the event the services to be provided by the Asset Manager pursuant to the terms of this Agreement are expanded, the Asset Manager may be required to register under the Advisers Act; *provided, however*, the Asset Manager shall not be required to perform any additional services pursuant to this Agreement if the Asset Manager determines in its sole discretion that the provision of such services will require the Asset Manager to register under the Advisers Act. The Asset Manager agrees that its activities will at all times be in compliance in all material respects with all applicable federal, state and territorial laws governing its operations and investments.

6. Employment of the Asset Manager.

(a) The Asset Manager may engage in any other business or render similar or different services to others including, without limitation, the direct or indirect sponsorship or management of other investment based accounts or commingled pools of capital, however structured, having investment objectives similar to those of Residential or the Partnership, so long as its services to Residential and the Partnership hereunder are not impaired thereby, and nothing in this Agreement shall limit or restrict the right of any manager, partner, officer or employee of the Asset Manager to engage in any other business or to devote his or her time and attention in part to any other business, whether of a similar or dissimilar nature, or to receive any fees or compensation in connection therewith. The Asset Manager assumes no responsibility under this Agreement other than to render the services called for hereunder. It is understood that directors, officers, employees, partners and shareholders of Residential or the Partnership are or may become interested in the Asset Manager and its affiliates, as directors, officers, employees, partners, stockholders, members, asset managers or otherwise, and that the Asset Manager and directors, officers, employees, partners, stockholders, members and managers of the Asset

Manager and its affiliates are or may become similarly interested in Residential or the Partnership as shareholders or partners or otherwise.

(b) During the term of this Agreement, (i) Residential shall hold all of its assets and investments through the Partnership, (ii) the Asset Manager shall be the exclusive provider of asset management and corporate governance services to Residential and the Partnership, and (iii) Residential and the Partnership shall not employ or contract with any other party to receive the same or substantially similar services as set forth herein without the prior written consent of the Asset Manager, which may be withheld by the Asset Manager in its sole discretion.

7. Responsibility of Dual Directors, Officers and/or Employees. If any person who is a manager, partner, officer or employee of the Asset Manager is or becomes a director, officer and/or employee of Residential or the Partnership and acts as such in any business of Residential or the Partnership, then such manager, partner, officer and/or employee of the Asset Manager shall be deemed to be acting in such capacity solely for Residential or the Partnership, as applicable, and not as a manager, partner, officer or employee of the Asset Manager or under the control or direction of the Asset Manager, even if paid by the Asset Manager.

8. Limitation of Liability of the Asset Manager; Indemnification. The Asset Manager (and its officers, managers, partners, agents, employees, controlling persons, members and any other person or entity affiliated with the Asset Manager) shall not be liable to Residential or the Partnership for any action taken or omitted to be taken by the Asset Manager in connection with the performance of any of its duties or obligations under this Agreement or otherwise as an asset manager of Residential or the Partnership with respect to the receipt of compensation for services, and each of Residential and the Partnership shall indemnify, defend and protect the Asset Manager (and its officers, managers, partners, agents, employees, controlling persons, members and any other person or entity affiliated with the Asset Manager, each of whom shall be deemed a third party beneficiary hereof) (collectively, the "Indemnified Parties") and hold them harmless from and against all damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) incurred by the Indemnified Parties in or by reason of any pending, threatened or completed action, suit, investigation or other proceeding (including an action or suit by or in the right of the Partnership, its partners, or Residential or its shareholders) arising out of or otherwise based upon the performance of any of the Asset Manager's duties or obligations under this Agreement or otherwise as an asset manager of Residential and the Partnership. Notwithstanding the preceding sentence of this Paragraph 8 to the contrary, nothing contained herein shall protect or be deemed to protect the Indemnified Parties against or entitle or be deemed to entitle the Indemnified Parties to indemnification in respect of, any liability to Residential or its shareholders, or the Partnership or its partners, to which the Indemnified Parties would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of the Asset Manager's duties or by reason of the reckless disregard of the Asset Manager's duties and obligations under this Agreement.

9. No Joint Venture. Nothing in this Agreement shall be construed to make Residential, the Partnership and the Asset Manager partners or joint venturers or impose any liability as such on any of them.

10. Term; Termination.

(a) This Agreement shall be in effect until December 21, 2027 (the "Initial Term") and shall be automatically renewed for a one-year term each anniversary date thereafter (a "Renewal Term") unless terminated by either party in accordance with this Section 10.

(b) Subject to Section 11 below, neither Residential nor the Partnership may terminate this Agreement unless (i) in the case of a termination by the Partnership, the General Partner determines that there has been unsatisfactory performance by the Asset Manager that is materially detrimental to the

Partnership or (ii) in the case of a termination by Residential, at least two-thirds of the Independent Directors (as defined herein) agree that (x) there has been unsatisfactory performance by the Asset Manager that is materially detrimental to Residential or (y) the compensation payable to the Asset Manager hereunder is unreasonable; *provided* that Residential shall not have the right to terminate this Agreement under clause (ii)(y) above if the Asset Manager agrees to continue to provide the services under this Agreement at a reduced fee that at least two-thirds of the Independent Directors determines to be reasonable pursuant to the procedure set forth below. If Residential or the Partnership elects not to renew this Agreement at the expiration of the Initial Term or any Renewal Term as set forth above, Residential or the Partnership, as applicable (the "Terminating Party"), shall deliver to the Asset Manager prior written notice (the "Termination Notice") of such Terminating Party's intention not to renew this Agreement based upon the terms set forth in this Section 10(a) not less than 180 days prior to the expiration of the then existing term. If the Terminating Party so elects not to renew this Agreement, such Terminating Party shall designate the date (the "Effective Termination Date"), not less than 180 days from the date of the notice, on which the Asset Manager shall cease to provide services under this Agreement, and this Agreement shall terminate on such date; *provided*, *however*, that in the event that such Termination Notice is given in connection with a determination that the compensation payable to the Asset Manager is unfair, the Asset Manager shall have the right to renegotiate such compensation by delivering to Residential, no fewer than 45 days prior to the prospective Effective Termination Date, written notice (any such notice, a "Notice of Proposal to Negotiate") of its intention to renegotiate its compensation under this Agreement. Thereupon, Residential (represented by the Independent Directors) and the Asset Manager shall endeavor to negotiate in good faith the revised compensation payable to the Asset Manager under this Agreement. *Provided* that the Asset Manager and at least two-thirds of the Independent Directors agree to the terms of the revised compensation to be payable to the Asset Manager within 45 days following the receipt of the Notice of Proposal to Negotiate, the Termination Notice shall be deemed of no force and effect and this Agreement shall continue in full force and effect on the terms stated in this Agreement, except that the compensation payable to the Asset Manager hereunder shall be the revised compensation then agreed upon by the parties to this Agreement. Each of the parties agrees to execute and deliver an amendment to this Agreement setting forth such revised compensation promptly upon reaching an agreement regarding same. In the event that Residential and the Asset Manager are unable to agree to the terms of the revised compensation to be payable to the Asset Manager during such 45-day period, this Agreement shall terminate, such termination to be effective on the date which is the later of (A) 10 days following the end of such 45-day period and (B) the Effective Termination Date originally set forth in the Termination Notice. For purposes of this Agreement, "Independent Directors" shall mean the members of the Board of Directors who are not officers or employees of the Asset Manager or any person or entity directly or indirectly controlling or

controlled by the Asset Manager, and who are otherwise "independent" in accordance with Residential's organizational documents. Notwithstanding the foregoing, neither Residential nor the Partnership may terminate this Agreement pursuant to this Section 10 during the first twenty-four (24) months of the Initial Term.

(c) In recognition of the level of the upfront effort required by the Asset Manager to structure and acquire the assets of Residential and the Partnership and the commitment of resources by the Asset Manager, in the event that this Agreement is terminated in accordance with the provisions of Section 10(a) of this Agreement, Residential shall pay to the Asset Manager, on the date on which such termination is effective, a termination fee (the "Termination Fee") equal to three (3) times the sum of the average annual Incentive Fee during the 24-month period immediately preceding the date of such termination, calculated as of the end of the most recently completed fiscal quarter prior to the date of termination. The obligation of Residential to pay the Termination Fee shall survive the termination of this Agreement.

(d) No later than 180 days prior to the anniversary date of this Agreement of any year during the Initial Term or Renewal Term, the Asset Manager may deliver written notice to Residential informing it of the Asset Manager's intention to decline to renew this Agreement, whereupon this Agreement shall not be renewed and extended and this Agreement shall terminate effective on the anniversary date of this Agreement next following the delivery of such notice. Residential is not required to pay to the Asset Manager the Termination Fee if the Asset Manager terminates this Agreement pursuant to this Section 10(c).

(e) If this Agreement is terminated pursuant to Section 10, such termination shall be without any further liability or obligation of either party to the other, except as provided in Sections 1(d), 3, 10(b), 11(b), 11(c) and 12 of this Agreement. In addition, Sections 8 and 16 of this Agreement shall survive termination of this Agreement.

11. Termination for Cause.

(a) Residential or the General Partner may terminate this Agreement effective upon 30 days' prior written notice of termination from the Board of Directors or the General Partner to the Asset Manager, without payment of any Termination Fee, if (i) the Asset Manager, its agents or its assignees materially breaches any provision of this Agreement and such breach shall continue for a period of 30 days after written notice thereof specifying such breach and requesting that the same be remedied in such 30-day period (or 60 days after written notice of such breach if the Asset Manager takes steps to cure such breach within 30 days of the written notice), (ii) the Asset Manager engages in any act of fraud, misappropriation of funds, or embezzlement against Residential or the Partnership, (iii) there is an event of any gross negligence on the part of the Asset Manager in the performance of its duties under this Agreement, (iv) there is a commencement of any proceeding relating to the Asset Manager's bankruptcy or insolvency, including an order for relief in an involuntary bankruptcy case or the Asset Manager authorizing or filing a voluntary bankruptcy petition, or (v) there is a dissolution of the Asset Manager.

(b) The Asset Manager may terminate this Agreement effective upon 60 days' prior written notice of termination to Residential in the event that Residential shall default in the

performance or observance of any material term, condition or covenant contained in this Agreement and such default shall continue for a period of 30 days after written notice thereof specifying such default and requesting that the same be remedied in such 30-day period (or 60 days after written notice of such breach if Residential takes steps to cure such breach within 30 days of the written notice). Residential is required to pay to the Asset Manager the Termination Fee if the termination of this Agreement is made pursuant to this Section 11(b).

(c) The Asset Manager may terminate this Agreement in the event Residential becomes regulated as an "investment company" under the Investment Company Act of 1940, as amended, with such termination deemed to have occurred immediately prior to such event. Residential shall pay to the Asset Manager the Termination Fee in the event that this Agreement is terminated pursuant to this Section 11(c).

12. Action Upon Termination. From and after the effective date of termination of this Agreement, pursuant to Sections 10 or 11 of this Agreement, the Asset Manager shall not be entitled to compensation for further services under this Agreement, but shall be paid all compensation accruing to the date of termination and, if terminated pursuant to Sections 10(a), 11(b) or 11(c), the applicable Termination Fee. Upon such termination, the Asset Manager shall deliver to the Board of Directors all property and documents of Residential or the Partnership then in the custody of the Asset Manager.

13. Notices. Any notice under this Agreement shall be given in writing, addressed and delivered or mailed, postage prepaid, to the other party at its principal office.

14. Amendments. This Agreement may be amended by mutual consent of the parties.

15. Entire Agreement; Governing Law. This Agreement contains the entire agreement of the parties and supersedes all prior agreements, understandings and arrangements with respect to the subject matter hereof. This Agreement shall be construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

ALTISOURCE RESIDENTIAL CORPORATION

By: /s/ Stephen H. Gray
Name: Stephen H. Gray
Title: General Counsel and Secretary

ALTISOURCE RESIDENTIAL, L.P.

By: Altisource Residential GP, LLC, its general partner
By: Altisource Residential Corporation, its sole member

By: /s/ Stephen H. Gray
Name: Stephen H. Gray
Title: General Counsel and Secretary

ALTISOURCE ASSET MANAGEMENT CORPORATION

By: /s/ Ashish Pandey
Name: Ashish Pandey
Title: Chief Executive Officer

EXHIBIT I

EXAMPLE OF CASH-FLOW DISTRIBUTION WATERFALL

EXHIBIT 10.4

This **TRADEMARK LICENSE AGREEMENT** (this "Agreement"), is entered into as of the 21st day of December, 2012 ("Effective Date"), by and between ALTISOURCE SOLUTIONS S.À. R.L., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg, with offices at 291, Route d'Arlon, L-1150 Luxembourg ("Altisource"), and ALTISOURCE ASSET MANAGEMENT CORPORATION, a corporation organized under the laws of the U.S. Virgin Islands, with offices at 402 Strand St., Frederiksted, VI 00840-3531 ("AAMC"), (each, a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Altisource has adopted, is using and is the owner of the Licensed Mark (as defined below) worldwide;

WHEREAS, pursuant to that certain Asset Management Agreement, by and between AAMC and Altisource Residential Corporation, a Maryland corporation ("Residential), AAMC is the asset manager of Residential;

WHEREAS, AAMC desires to use the Licensed Mark as part of the trade name Altisource Asset Management Corporation and in connection with the Licensed Activities (as defined below); and

WHEREAS, Altisource desires to license the Licensed Mark to AAMC to be used as part of the trade name Altisource Asset Management Corporation and in connection with the Licensed Activities subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Licensed Mark" means the mark ALTISOURCE.

"Licensed Trade Name" means the corporate name Altisource Asset Management Corporation and any variation thereof including the term ALTISOURCE that is used by Licensed Users.

"Licensed Activities" means the provision of asset management and corporate governance services by Licensed Users and the operation of Licensed Users' respective businesses in the ordinary course.

"Licensed User" and "Licensed Users" means AAMC and its Subsidiaries, if any.

"Subsidiary" means any corporation, company or other legal entity: (i) more than fifty percent (50%) of whose shares or outstanding securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, Controlled, directly or

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indirectly by a Party hereto, but such entity shall be deemed to be a Subsidiary for the purposes of this Agreement only so long as such Control exists; or (ii) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture, or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make decisions for such entity is now or hereafter, Controlled, directly or indirectly by a Party hereto, but such entity shall be deemed to be a Subsidiary for the purposes of this Agreement only so long as such Control exists.

ARTICLE 2
LICENSE GRANT AND CONDITIONS OF LICENSED USE

Section 2.1. Altisource hereby grants Licensed Users a nonexclusive, nontransferable, nonsublicensable, royalty-free license to use and display the Licensed Trade Name and the Licensed Mark worldwide solely in connection with the Licensed Activities.

Section 2.2. All use of the Licensed Mark by Licensed Users, and all goodwill associated with such use, shall inure to the benefit of Altisource.

Section 2.3. Licensed Users shall use the Licensed Mark in a form which is in accordance with sound trademark practice so as not to weaken the value of the Licensed Mark. Licensed Users shall use the Licensed Mark in a manner that does not derogate, based on an objective business standard, Altisource's rights in the Licensed Mark or the value of the Licensed Mark, and shall take no action that would, based on an objective standard, interfere with, diminish or tarnish those rights or value.

Section 2.4. The Licensed Mark shall remain the exclusive property of Altisource and nothing in this Agreement shall give Licensed Users any right or interest in the Licensed Mark except the licenses expressly granted in this Agreement.

Section 2.5. All of Altisource's rights in and to the Licensed Mark, including, but not limited to, the right to use and to grant others the right to use the Licensed Mark, are reserved by Altisource.

Section 2.6. No license, right, or immunity is granted by either Party to the other, either expressly or by implication, or by estoppel, or otherwise with respect to any trademarks, copyrights, or trade dress, or other property right, other than with respect to the Licensed Trade Name and the Licensed Mark in accordance with Section 2.1.

Section 2.7. Licensed Users acknowledge that Altisource is the sole owner of all right, title and interest in and to the Licensed Mark, and that Licensed Users have not acquired, and shall not acquire, any right, title or interest in or to the Licensed Mark except the right to use the Licensed Mark in accordance with the terms of this Agreement.

Section 2.8. Licensed Users shall not register the Licensed Mark in any jurisdiction without Altisource's express prior written consent, and Altisource shall retain the exclusive right to apply for and obtain registrations for the Licensed Mark throughout the world.

Section 2.9. Licensed Users shall not challenge the validity of the Licensed Mark, nor shall Licensed Users challenge Altisource's ownership of the Licensed Mark or the enforceability of Altisource's rights therein.

Section 2.10. Licensed Users shall designate the first or a prominent use of the Licensed Mark in all promotional materials, documents, brochures, and/or manuals with the symbol "SM".

Section 2.11. Licensed Users agree to cooperate with Altisource's preparation and filing of any applications, renewals or other documentation necessary or useful to protect and/or enforce Altisource's intellectual property rights in the Licensed Mark.

(a) Licensed Users shall notify Altisource promptly of any actual or threatened infringements, imitations or unauthorized uses of the Licensed Mark of which Licensed Users become aware.

(b) Altisource shall have the sole right, though it is under no obligation, to bring any action for any past, present and future infringements of its intellectual property rights in the Licensed Mark.

(c) Licensed Users shall cooperate with Altisource, at Altisource's expense for any out-of-pocket costs incurred by Licensed Users, in any efforts by Altisource to enforce its rights in the Licensed Mark or to prosecute third party infringers of the Licensed Mark.

(d) Altisource shall be entitled to retain any and all damages and other monies awarded or otherwise paid in connection with any such action.

Section 2.12 Quality Control. In order to promote the goodwill symbolized by the Licensed Mark, Licensed Users will insure that the Licensed Activities shall be of the same high quality as the services marketed or otherwise provided by Altisource.

(a) Licensed Users shall use the Licensed Mark only in connection with services that meet or exceed generally accepted industry standards of quality and performance.

(b) Altisource shall have the right to monitor the quality of the services provided and promotional materials used by Licensed Users, and Licensed Users shall use reasonable efforts to assist Altisource in monitoring the quality of the services provided and promotional materials used by Licensed Users.

(c) From time to time and upon Altisource's request, Licensed Users shall submit to Altisource samples of all materials bearing the Licensed Mark, including, without limitation, any advertising, packaging and other publicly disseminated materials.

(d) If Altisource discovers any improper use of the Licensed Mark on any such submission and delivers a writing describing in detail the improper use to Licensed Users, Licensed Users shall remedy the improper use immediately.

ARTICLE 3
TERM AND TERMINATION

Section 3.1. Either Party may terminate this Agreement by giving the other Party thirty (30) days' prior written notice.

Section 3.2. In the event that AAMC loses Control of a Subsidiary, all rights and licenses granted to the former Subsidiary under this Agreement shall immediately terminate.

Section 3.3. Upon termination of this agreement, Licensed Users shall immediately cease use of the Licensed Trade Name and Licensed Mark as soon as practicable, but no longer than thirty (30) days, after termination.

ARTICLE 4
GENERAL PROVISIONS

Section 4.1. Indemnification. Licensed Users, at Licensed Users' own expense, shall indemnify, hold harmless and defend Altisource, its affiliates, successors and assigns, and its and their directors, officers, employees and agents, against any claim, demand, cause of action, debt, expense or liability (including attorneys' fees and costs), to the extent that the foregoing (a) is based on a claim resulting solely from any service provided or offered by Licensed Users, (b) results from a material breach, or is based on a claim that, if true, would be a material breach, of this Agreement by Licensed Users, or (c) is based upon Licensed Users' unauthorized or improper use of the Licensed Mark.

Section 4.2 LIMITATION OF WARRANTY AND LIABILITY. ALTISOURCE DOES NOT MAKE WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, RELATED TO OR ARISING OUT OF THE LICENSED MARK OR THIS AGREEMENT.

(a) ALTISOURCE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND/OR TITLE, AND ALL OTHER WARRANTIES THAT MAY OTHERWISE ARISE FROM COURSE OF DEALING, USAGE OF TRADE OR CUSTOM.

(b) IN NO EVENT SHALL ALTISOURCE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR OTHERWISE, ARISING

FROM OR RELATING TO THIS AGREEMENT OR THE LICENSED MARK, EVEN IF ALTISOURCE IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.

Section 4.3 Non-Transferable Agreement. Licensed Users may not assign this Agreement and/or any rights and/or obligations hereunder without the prior written consent of Altisource and any such attempted assignment shall be void.

Section 4.4 Remedies. Licensed Users acknowledge that a material breach of Licensed Users' obligations under this Agreement would cause Altisource irreparable damage. Accordingly, Licensed Users agree that in the event of such breach or threatened breach, in addition to remedies at law, Altisource shall have the right to enjoin Licensed Users from the

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unlawful and/or unauthorized use of the Licensed Trade Name and/or the Licensed Mark and other equitable relief to protect Altisource's rights in the Licensed Mark.

Section 4.5 Integration. This Agreement contains the entire agreement of the Parties. No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the Parties hereto. All prior agreements and understandings related to the subject matter hereof, whether written or oral, are expressly superseded hereby and are of no further force or effect.

Section 4.6 Binding Agreement. This Agreement shall be binding upon the Parties' permitted assigns and successors and references to each Party shall include such assigns and successors.

Section 4.7 Amendment. This Agreement cannot be altered, amended or modified in any respect, except by a writing duly signed by both Parties.

Section 4.8 No Strict Construction. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Headings are for reference and shall not affect the meaning of any of the provisions of this Agreement.

Section 4.9 Waiver. At no time shall any failure or delay by either party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be a waiver of same.

Section 4.10 Governing Law and Jurisdiction. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New York (excluding any conflict of law rule or principle that would refer to the laws of another jurisdiction). Each Party hereto irrevocably submits to the jurisdiction of the state and federal courts located in New York in any action or proceeding arising out of or relating to this Agreement, and each Party hereby irrevocably agrees that all claims in respect of any such action or proceeding must be brought and/or defended in any such court; provided, however, that matters which are under the exclusive jurisdiction of the federal courts shall be brought in the Federal District Court for the District of New York. Each Party hereto consents to service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of this Agreement, and each Party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Notwithstanding the foregoing, (i) in the event that a court of competent jurisdiction determines that the choice of New York law in accordance with this Section 4.10 is unenforceable, this Agreement shall be governed by the laws of the U.S. Virgin Islands and (ii) in the event that a court of competent jurisdiction determines that the choice of New York jurisdiction in accordance with this Section 4.10 is unenforceable, any action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the U.S. Virgin Islands.

Section 4.11 Attorney's Fees. In the event any suit or other legal proceeding is brought for the enforcement of any of the provisions of this Agreement, the Parties hereto agree that the prevailing party shall be entitled to recover from the other party upon final judgment on the merits reasonable attorneys' fees (and sales taxes thereon, if any), including attorneys' fees for any appeal, and costs incurred in bringing such suit or proceeding.

Section 4.12 Relationship of the Parties. Nothing in this Agreement will be construed as creating a joint venture, partnership, or employment relationship between Altisource and any Licensed User. Neither Party will have the right, power or implied authority to create any obligation or duty on behalf of the other Party.

Section 4.13 Notices. Unless otherwise specified in this Agreement, all notices shall be in writing and delivered personally, mailed, first class mail, postage prepaid, or delivered by confirmed electronic or digital means, to the addresses set forth at the beginning of this Agreement and to the attention of the undersigned. Either Party may change the addresses or addressees for notice by giving notice to the other. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified or when electronic or digital confirmation is received.

Section 4.14 Counterparts. This Agreement may be executed in counterparts, by manual or facsimile signature, each of which will be deemed an original and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

ALTISOURCE SOLUTIONS S.À. R.L. ALTISOURCE ASSET MANAGEMENT CORPORATION

/s/ William B. Shepro	/s/ Ashish Pandey
(Signature)	(Signature)
William B. Shepro	Ashish Pandey
(Print)	(Print)
Manager	Chief Executive Officer
Title	Title
December 21, 2012	December 21, 2012
Date	Date

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Agreement"), entered into and effective as of December 21, 2012, is by and between NEWSOURCE REINSURANCE COMPANY, LTD., a company organized under the laws of Bermuda (the "Company"), and the undersigned investor, by itself or through a direct or indirect subsidiary ("Investor").

RECITALS

WHEREAS, Investor has agreed to make a capital contribution to the equity capital of the Company in the amount of Two Million Dollars (US$2,000,000) (the "Capital Contribution"), in exchange for which the Company has agreed to issue to Investor a specified number of Common Shares, par value US$1.00 per share of the Company (the "Common Shares").

NOW, THEREFORE, in consideration of the promises and the mutual covenants, obligations and agreements contained herein, Investor and the Company, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale of Common Shares. Subject to the terms and conditions set forth herein and in that certain Shareholders' Agreement, to be entered into by Investor, ARNS, Inc., a Delaware corporation and the Company (as the same may be amended, supplemented and/or otherwise modified from time to time, and including any schedules or exhibits thereto, the "Shareholders' Agreement"), Investor irrevocably agrees to make the Capital Contribution to the equity capital of the Company in immediately available funds via wire transfer to the account designated on Schedule A attached hereto. In full and complete consideration for the Capital Contribution made by Investor, the Company agrees to issue to Investor 2,000,000 Common Shares.

2. Execution of the Shareholders' Agreement. In connection with the consummation of the subscription made hereunder, Investor shall deliver to the Company an executed counterpart signature to the Shareholders' Agreement, and in connection therewith, agrees to become a Shareholder (as such term is defined in the Shareholders' Agreement) and to be bound by the provisions of the Shareholders' Agreement to the extent applicable to Investor.

3. Representations and Warranties of Investor. In addition to any representations and warranties set forth in the Shareholders' Agreement, Investor hereby represents and warrants to the Company, as of the date hereof, as follows:

(a) Authorization. Investor has all requisite power and authority to execute and deliver this Agreement and the Shareholders' Agreement, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. This Agreement and the Shareholders' Agreement have each been duly and validly executed and delivered by Investor. This Agreement and the Shareholders' Agreement each constitute a legal, valid and binding obligation of Investor enforceable against Investor in accordance with their respective terms.

(b) No Consent. No consent, authorization, approval, order, license, certificate or permit of or from, or declaration or filing with, any federal, state, local or other governmental authority, or any court or any other tribunal, is required by Investor for the execution, delivery or performance by Investor of this Agreement and the Shareholders' Agreement other than approval of the Exchange Control Division of the Bermuda Monetary Authority.

(c) No Conflict. The execution and delivery of this Agreement and the Shareholders' Agreement, and the consummation of the transactions contemplated hereby and thereby and the performance of Investor's obligations hereunder and thereunder will not conflict with, or result in any violation of or default under any provision of any governing instrument applicable to Investor, or any agreement or other instrument to which Investor is a party or by which Investor or any of the properties of Investor are bound, or any law, permit, franchise, judgment, decree, statute, rule or regulation applicable to Investor or Investor's business or properties.

(d) Accredited Investor. Investor is an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act").

(e) Available Information. Investor is familiar with the Company's business, plans and financial condition. Investor understands all of the terms of the purchase of the Common Shares and the risks associated with an investment in the Company. Investor acknowledges that it has received all information that is essential to Investor in making an informed investment decision whether to purchase the Common Shares and that Investor is relying solely on its own examination of the Company, the Common Shares and the terms and conditions of this Agreement and the Shareholders' Agreement, regardless of the information previously provided to Investor, prior to making any investment decision with respect to purchase of the Common Shares. Investor has consulted its own financial, legal and tax advisors with respect to the economic, legal and tax consequences of an investment in the Common Shares and has not relied on the Company or any of its officers, directors, managers, affiliates, agents or professional advisors for advice as to such consequences. Investor acknowledges that any and all documents, whether oral or in writing, regarding the investment contemplated hereunder are superseded and are qualified in their entirety by the provisions of the Shareholders' Agreement and this Agreement.

(f) Restrictions. Investor understands that the offering and sale of the Common Shares is intended to be exempt from registration under the Act by virtue of Section 4(2) of the Act and the provisions of Regulation D promulgated thereunder and any state "blue sky" or similar laws. Investor further acknowledges that no filings have been made under the Act or any state "blue sky" or similar laws, and to the extent permitted by law, Investor waives any other filings or notifications. In furtherance thereof, Investor represents and warrants to and agrees with the Company and its affiliates as follows: (i) Investor realizes that the basis for the exemption may not be present if, notwithstanding such representations, Investor has in mind merely acquiring Common Shares and underlying securities for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise; (ii) Investor has the financial ability to bear the economic risk of its investment, has adequate means for providing for its current needs and contingencies and has no need for liquidity with respect to its investment in

the Company; and (iii) Investor is an investor experienced in the purchase of securities that are offered pursuant to an exemption under the Act and understands that such securities are not liquid or marketable. Investor has such knowledge and experience in financial and business matters as to enable it to evaluate the merits and risks of purchasing the Common Shares and to make an informed decision to do so.

(g) Investment Intent. Investor is acquiring the Common Shares for its own account as principal, not as a nominee or agent, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof in whole or in part and no other person has a direct or indirect beneficial interest in such Common Shares and underlying securities. Further, Investor does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participations to such person or entity or to any third person, with respect to any of the Common Shares. Investor understands that the Common Shares are a speculative investment which involve a high degree of risk of loss of the entire investment in the Company.

(h) Transferability. Investor recognizes that (i) the Common Shares will be subject to certain restrictions on transferability as described in the Shareholders' Agreement, and (ii) the marketability of the Common Shares will be severely limited. Investor agrees that it will not transfer, sell or otherwise dispose of the Common Shares in any manner that will violate the Shareholders' Agreement, the Act or similar state or foreign securities laws or will subject the Company to regulation under the Investment Company Act, the rules and regulations of the Securities and Exchange Commission, or the applicable laws of Bermuda, or any other country, state or municipality having jurisdiction thereof. In particular, Investor is aware that the Common Shares are "restricted securities," as such term is defined in Rule 144 promulgated under the Act ("Rule 144") and may not be sold pursuant to Rule 144 promulgated under the Act unless all of the conditions of Rule 144 are met. Investor also understands that the Company is under no obligation to register the Common Shares on behalf of Investor or otherwise assist Investor in complying with any exemption from registration under the Act. Investor further understands that sales or transfers of the Common Shares are further restricted by state securities laws and the provisions of this Agreement which must be executed by Investor as a condition precedent to receiving securities of the Company.

(i) Brokers. Investor has not engaged any broker or other person or entity that is entitled to a commission, fee or other remuneration as a result of the execution, delivery or performance of this Agreement or the Shareholders' Agreement.

(j) Residence of Investor. Investor hereby represents that the address of such Investor furnished by such Investor in Section 5(c) hereof is such Investor's principal business address.

(k) Reliance on Representation and Warranties. Investor understands that the Common Shares are being offered and sold to Investor in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of Investor set forth herein in order to determine the applicability of such exemptions and the suitability of Investor to acquire the Common Shares.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to Investor, as of the date hereof, as follows:

(a) Organization and Good Standing. The Company is a exempted company, duly organized, validly existing and in good standing under the laws of Bermuda and has full company power and authority to carry on its business as it is now being conducted and to own, lease or operate its properties and assets.

(b) Valid Issuance. Upon receipt of the Capital Contribution, the Common Shares issued to Investor will be duly and validly authorized, will be duly and validly issued and fully paid, free and clear of any and all liens, claims or encumbrances, other than those set forth in the Shareholders' Agreement or those imposed by Investor. The issuance and sale of the Common Shares contemplated hereby will not give rise to any preemptive rights or rights of first refusal on behalf of any person. The only rights of the Shareholders in respect of their respective Common Shares will be as set forth in the Shareholders' Agreement.

(c) Authorization; Enforceability. The Company has full capacity, power and authority to enter into this Agreement and to consummate the transactions contemplated hereunder. This Agreement has been duly and validly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(d) No Consent. Except as may be required in connection with applicable securities laws, no consent, authorization, approval, order, license, certificate or permit of or from, or declaration or filing with, any federal, state, local or other governmental authority, or any court or any other tribunal, is required by the Company for the execution, delivery or performance by the Company of this Agreement other than the approval of the Exchange Control Division of the Bermuda Monetary Authority.

(e) No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and the performance of the Company's obligations hereunder will not conflict with, or result in any violation of or default under any provision of any governing instrument applicable to the Company, or any agreement or other instrument to which the Company is a party or by which the Company or any of the properties of Investor are bound, or any law, permit, franchise, judgment, decree, statute, rule or regulation applicable to the Company or its business or properties.

5. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the Shareholders' Agreement, collectively, constitutes the entire agreement and understanding between and among the parties as to the subject matter hereof and thereof and supersedes any and all prior discussions, agreements or other communications or understandings, whether written or oral, of any and every nature between and among them.

(b) Amendments. This Agreement may be amended only by the mutual written agreement of the Company and Investor.

(c) Notices. Any notices, consents, waivers and/or other communications under this Agreement shall be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by fax (with written confirmation of receipt) or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses or fax numbers set forth below (or to such other address, attention or fax number as a party may designate by notice to the other party given in accordance with this Section 5(c)):

If to Investor, to

Altisource Asset Management Corporation
402 Strand St.
Frederiksted, United States Virgin Islands
00840-3531
Facsimile No.: (770) 644-7420
Attention: (340) 692-1046

If to the Company, to:

NewSource Reinsurance Company, Ltd.
Crawford House
50 Cedar Avenue
Hamilton, Bermuda HM 11
Facsimile No.: (441) 295-6566
Attention: Neil Horner

with a copy to:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Facsimile No: (212) 715-8000
Attention: Russell Pinilis

(d) Waiver. No provision of this Agreement may be waived in any manner except by written agreement of the party entitled to the benefits of such provision. In the event any provision hereof is waived, the balance of the provisions hereof shall nevertheless remain in full force and effect and shall in no way be waived, affected, impaired or otherwise invalidated. No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available, whether by contract, at law, in equity or otherwise.

(e) Third Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns and Investor and its heirs, legal representatives, executors, administrators and permitted successors and assigns (as the case may be). Investor shall not assign any of its obligations hereunder without the prior written consent of the Company.

(g) Capitalized Terms. All capitalized terms which are defined in the Shareholders' Agreement shall have the same meanings in this Agreement as in the Shareholders' Agreement, unless otherwise defined herein or unless the context otherwise requires.

(h) Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of Bermuda, without regard to principles of conflict of laws.

(i) Agreement in Counterparts. This Agreement may be executed in more than one counterpart, each copy of which when so executed, then delivered or transmitted by facsimile or in pdf file by e-mail, shall be deemed to be an original, but all such counterparts shall, together, constitute one and the same instrument.

(j) Headings. The headings of the Sections hereof are inserted as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement or the meaning of any provision hereof.

(k) Severability. If any provision of this Agreement or the application of any such provision to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to any party or circumstance other than those to which it is so determined to be invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be enforced to the fullest extent permitted by law. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, or to delete specific words or phrases, and to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

(l) Expenses. Each party shall be responsible for such party's own expenses in connection with the negotiation, execution and delivery of this Agreement and the Shareholders' Agreement and the consummation of the transactions contemplated hereunder and thereunder.

(m) Waiver of Jury Trial. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING WITHOUT LIMITATION, ANY COUNTERACTION OR COUNTERCLAIM, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE.

(n) Specific Performance. The parties acknowledge that they will be irreparably damaged if the provisions of this Agreement are not specifically enforced. Should any controversy arise concerning a breach of any provision of this Agreement, an order or injunction may be issued restraining the breach pending the determination of such controversy (without the posting of any bond and without proving that damages would be inadequate), and the resolution of the controversy shall be enforceable in a court of equity by a decree of specific performance. Each party shall be permitted to enforce specifically the terms and provisions hereof in any court of Bermuda or any other court having jurisdiction, this being in addition to any other remedy to which such party may be entitled at law or in equity or otherwise.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Company has duly executed this Agreement as of the date first written above.

THE COMPANY

NEWSOURCE REINSURANCE COMPANY, LTD.

By: /s/ Stephen H. Gray
Name: Stephen H. Gray
Title: Director

[Company Signature Page to Subscription Agreement - AAMC]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

THE INVESTOR

ALTISOURCE ASSET MANAGEMENT CORPORATION

By: /s/ Ashish Pandey
Name: Ashish Pandey
Title: Chief Executive Officer

[Investor Signature Page to Subscription Agreement - AAMC]

Schedule A

Wire Instructions

Bank:
ABA No.:
Account Name:
Account No.:
Reference:
Attention:

TECHNOLOGY PRODUCTS SERVICES AGREEMENT, dated as of December 21, 2012, between ALTISOURCE SOLUTIONS S.À R.L., a private limited liability company organized under the laws of the Grand Duchy of Luxembourg (together with its parent and subsidiaries, "Altisource"), and ALTISOURCE ASSET MANAGEMENT CORPORATION, a corporation organized under the laws of the U.S. Virgin Islands (together with any subsidiaries, "AAMC") (each, a "Party," and collectively, the "Parties" or "parties").

RECITALS

WHEREAS, Altisource and AAMC are parties to a Separation Agreement dated as of December 21, 2012 (the "Separation Agreement"), pursuant to which Altisource will (i) separate the AAMC Business (as defined in the Separation Agreement) and (ii) distribute (the "Separation") to the holders of shares of Altisource's outstanding capital stock all of the outstanding capital stock of AAMC;

WHEREAS, following the Separation, AAMC will operate the AAMC Business, and Altisource will operate the Altisource Business (as defined in the Separation Agreement); and

WHEREAS, following the Separation, AAMC desires to receive, and Altisource is willing to provide, or cause to be provided, certain technology products services in connection with the AAMC Business, in each case subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the parties agree as follows:

1. Definitions.

(a) Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Separation Agreement.

(b) For the purposes of this Agreement, the following terms shall have the following meanings:

"Agreement" means this Technology Products Services Agreement, including the Schedules hereto, any Technology Products Letter, any Fee Letter and any SOWs entered into pursuant to Section 2(b).

"Applicable Services" means business process outsourcing services of the type provided in the ordinary course of business of the Providing Party as of the date of this Agreement.

"Business Day" means any day on which commercial banks are not authorized or required by law to close in New York, New York.

"Customer Party" means a party in its capacity of receiving a Service hereunder, including AAMC.

"Fixed Price Project" means any Service designated as such on Schedule I or in a SOW.

"Fully Allocated Cost" means, with respect to provision of the Services, the all-in cost of the Providing Party's provision of such Services, including a share of direct charges of the function providing such Services, and including allocable amounts to reflect compensation and benefits, technology expenses, occupancy and equipment expense, and third-party payments incurred in connection with the provision of such Services, but shall not include any Taxes payable as a result of performance of such Service.

"Providing Party" means a party in its capacity of providing a Service hereunder, including Altisource.

"Services" means the services set forth on Schedule I and/or in any SOWs, as the context requires.

"SOW" means a statement of work entered into between the parties on an as-needed basis to describe a particular service that is not covered specifically in a schedule hereto, but has been agreed to be provided pursuant to the terms of this Agreement except as otherwise set forth in such SOW.

"Term" means, collectively, the Initial Term and any Renewal Term hereof.

2. Provision of Services.

(a) *Generally*. Subject to the terms and conditions of this Agreement, Altisource shall provide, or cause to be provided, to AAMC, the services set forth on Schedule I, for the periods commencing on the date hereof through the respective period specified on Schedule I (the "Service Period"), unless such period is earlier terminated in accordance with Section 5.

(b) *Statements of Work*. In addition to the services set forth on Schedule I, from time to time during the term of this Agreement the parties shall have the right to enter into SOWs to set forth the terms of any related or additional services to be performed hereunder. Any SOW shall be agreed to by each party, shall be in writing and (I) shall contain, to the extent applicable: (i) the identity of each of the Providing Party and the Customer Party; (ii) a description of the Services to be performed thereunder; (iii) the applicable Performance Standard for the provision of such Service, if different from the Performance Standard; (iv) a description of the penalties of nonperformance and the incentives for performance in accordance with the applicable Performance Standard; (v) a description of the Customer Party's criteria for evaluating the acceptance of deliverables; (vi) the amount, schedule and method of compensation for provision of such Service; and (vii) the Customer Party's standard operating procedures for receipt of services similar to such Service, including operations, compliance requirements and related training schedules; and (II) may contain (i) a description of the renewal option for such SOW; (ii) information technology support requirements of the Customer Party with respect to such Service; (iii) training and support commitments with respect to such Service; (iv) the number of full-time employees required for such Service; and (v) any other terms the parties

desired by. For the avoidance of doubt, the terms and conditions of this Agreement shall apply to any SOW.

(c) The Services shall be performed on Business Days during hours that constitute regular business hours for each of Altisource and AAMC, unless otherwise agreed or as provided on Schedule I, or an applicable SOW. No Customer Party shall resell, subcontract, license, sublicense or otherwise transfer any of the Services to any Person whatsoever or permit use of any of the Services by any Person other than by the Customer Party directly in connection with the conduct of the Customer Party's respective business in the ordinary course of business.

(d) Notwithstanding anything to the contrary in this Section 2 (but subject to the second succeeding sentence), the Providing Party shall have the exclusive right to select, employ, pay, supervise, administer, direct and discharge any of its employees who will perform Services. The Providing Party shall be responsible for paying such employees' compensation and providing to such employees any benefits. With respect to each Service, the Providing Party shall use commercially reasonable efforts to have qualified individuals participate in the provision of such Service; provided, however, that (i) the Providing Party shall not be obligated to have any individual participate in the provision of any Service if the Providing Party determines that such participation would adversely affect the Providing Party; and (ii) none of the Providing Party shall be required to continue to employ any particular individual during the applicable Service Period.

3. Standard of Performance. The Providing Party shall use commercially reasonable efforts to provide, or cause to be provided, to the Customer Party, each Service with such quality standards, service level requirements, specifications and acceptance criteria identified in the respective SOW (including any "Critical Performance Standards" as identified in any therein) (the "Performance Standard"), unless otherwise specified in this Agreement. Notwithstanding the foregoing, no Providing Party shall have any obligation hereunder to provide to any Customer Party any improvements, upgrades, updates, substitutions, modifications or enhancements to any of the Services unless otherwise specified in the Technology Products Letter or applicable SOW. The Customer Party acknowledges and agrees that the Providing Party may be providing services similar to the Services provided hereunder and/or services that involve the same resources as those used to provide the Services to its business units and other third parties.

4. Fees for Services.

(a) As compensation for a particular Service, the Receiving Party agrees to pay to the Providing Party the Fully Allocated Cost of providing the Services in accordance with this Agreement or, with respect to any SOW, the amount set forth therein.

(b) The Customer Party shall not be obligated to pay fees for (i) new Services, other than Additional Services or Services requested pursuant to a SOW, which the Providing Party performs without the authorization of the Customer Party or (ii) Services not provided due to a Force Majeure Event (as defined below).

(c) The Providing Party shall submit statements of account to the Customer Party (including any Sales Tax, as defined in Section 16) on a monthly basis with respect to all amounts payable by the Customer Party to the Providing Party hereunder (the "Invoiced Amount"), setting out the Services provided (by reference to the particular SOW, if applicable), and the amount billed in United States dollars to the Customer Party as a result of providing such Services. The Customer Party shall pay the Invoiced Amount to the Providing Party by wire transfer of immediately available funds to an account or accounts specified by the Providing Party, or in such other manner as specified by the Providing Party in writing, or as otherwise reasonably agreed to by the Parties, within 30 days of the date of delivery to the Customer Party of the applicable statement of account; provided, that, in the event of any dispute as to an Invoiced Amount, the Customer Party shall pay the undisputed portion, if any, of such Invoiced Amount in accordance with the foregoing, and shall pay the remaining amount, if any, promptly upon resolution of such dispute.

(d) The Providing Party shall maintain books and records adequate for the provision of the Services. At its own expense, the Customer Party may request an audit of the books and records of the Providing Party to determine performance in accordance with Section 4(c). If such audit reveals an underpayment of fees, the Customer Party shall promptly pay the underpayment amount in accordance with the terms of this Agreement. If such audit reveals an overpayment of fees, the Providing Party shall promptly refund the overpayment amount in accordance with Section 4(c).

(e) The Providing Party may, in its discretion and without any liability, suspend any performance under this Agreement upon failure of the Customer Party to make timely any payments required under this Agreement beyond the applicable cure date specified in Section 6(b)(1) of this Agreement.

(f) In the event that the Customer Party does not make any payment required under the provisions of this Agreement to the Providing Party when due in accordance with the terms hereof, the Providing Party may, at its option, charge the Customer Party interest on the unpaid amount at the rate of 2% per annum above the prime rate charged by JPMorgan Chase Bank, N.A. (or its successor). In addition, the Customer Party shall reimburse the Providing Party for all costs of collection of overdue amounts, including any reasonable attorneys' fees.

5. Term.

(a) *Initial Term*. The initial term of this Agreement shall commence on the Distribution Date and shall continue in full force and effect subject to Section 5(c) hereof until the date that is fifteen (15) years from the Distribution Date (the "Initial Term"), or the earlier date upon which this Agreement has been otherwise terminated in accordance with Section 5(c) hereof.

(b) *Renewal Term*. This Agreement will automatically renew for successive terms of one (1) year (each, a "Renewal Term") unless either Party decides that it does not wish to renew this Agreement or any particular Service or Additional Services set forth on a SOW hereunder before the expiration of the Initial Term or any Renewal Term, as applicable, by

notifying the other Party in writing at least six (6) months before the completion of the Initial Term or Renewal Term, as applicable.

(c) In the event either party decides that it does not wish to renew this Agreement or any particular Service or SOW hereunder upon the expiration of the Initial Term or any Renewal Term, as applicable, such party shall so notify the other party at least nine (9) months before the completion of the Initial Term or Renewal Term, as applicable.

6. Termination.

(a) *Termination by Customer Party*. During the term of this Agreement, the Customer Party may terminate a particular Service or SOW in the event any of the following occurs with respect to such Service or SOW (or, with respect to items (2) and (7) below, Customer may terminate the Agreement in its entirety):

(1) if the Customer Party is prohibited by law from receiving such Services from the Providing Party;

(2) in the event of a material breach of any covenant or representation and warranty contained herein or otherwise directly relating to or affecting the Services to be provided hereunder of the Providing Party that cannot be or has not been cured by the 60th day from the Customer Party's giving of written notice of such breach to the Providing Party, which notice shall be given within 45 days of the later of the occurrence of such breach or Customer Party's discovery of such breach;

(3) if the Providing Party fails to comply with all applicable regulations to which the Providing Party is subject directly relating to or affecting the Services to be performed hereunder, which failure cannot be or has not been cured by the 60th day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within 45 days of the later of the occurrence of such failure or Customer Party's discovery of such failure;

(4) if the Providing Party providing Services hereunder is cited by a Governmental Authority for materially violating any law governing the performance of a Service, which violation cannot be or has not been cured by the 60th day from the Customer Party's giving of written notice of such citation to the Providing Party, which such notice shall be given within 45 days of the later of the occurrence of such citation or Customer Party's discovery of such citation;

(5) if the Providing Party fails to meet any Critical Performance Standard for a period of two consecutive months or three nonconsecutive months in any rolling 12-month period, which failure cannot be or has not been cured by the 60th day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within 45

days of the later of the occurrence of such failure or Customer Party's discovery of such failure;

(6) if the Providing Party fails to meet any Performance Standard for a period of two consecutive months or four nonconsecutive months in any rolling 12-month period, which failure cannot be or has not been cured by the 60th day from the Customer Party's giving of written notice of such failure to the Providing Party, which such notice shall be given within 45 days of the later of the occurrence of such failure or Customer Party's discovery of such failure;

(7) if the Providing Party (A) becomes insolvent, (B) files a petition in bankruptcy or insolvency, is adjudicated bankrupt or insolvent or files any petition or answer seeking reorganization, readjustment or arrangement of its business under any law relating to bankruptcy or insolvency, or if a receiver, trustee or liquidator is appointed for any of the property of the other party and within 60 days thereof such party fails to secure a dismissal thereof or (C) makes any assignment for the benefit of creditors, which bankruptcy, insolvency or assignment cannot be or has not been cured by the 60th day from the Customer Party's giving of written notice of such event to the Providing Party, which such notice shall be given within 45 days of the later of the occurrence of such event or Customer Party's discovery of such event; and

(8) in the event of any material infringement of such Customer Party's intellectual property, including intellectual property developed hereunder pursuant to Section 10 below, by the Providing Party, which infringement cannot be or has not been cured by the 60th day from the Customer Party's giving of written notice of such event to the Providing Party, which such notice shall be given within 45 days of the later of the occurrence such event or Customer Party's discovery of such event.

For the avoidance of doubt, with respect to all items except item (1) above, if the Providing Party has cured the underlying event or circumstance giving rise to written notice of the same, within the time period specified above, the Customer Party may not terminate this Agreement or the applicable Service or SOW; provided, however, that the Customer Party may, if it so states in the written notice required to be provided to the Providing Party pursuant to the above, cause the Providing Party to suspend the Service performed under this Agreement or the applicable SOW until the Providing Party has cured such breach, failure, insolvency, bankruptcy or assignment, as the case may be. Furthermore, if the Providing Party is unable to effect a cure of the event or circumstance occurring under this Section 6(a) within the time period specified, despite a good faith effort to effect such cure, the Customer Party shall allow the Providing Party such additional time as reasonably required to effect such cure without termination of this Agreement or the applicable Service or SOW, but in no event shall such additional time exceed 90 days unless otherwise agreed by the parties.

(b) *Termination by Providing Party*. During the term of this Agreement, the Providing Party may terminate this Agreement or the particular Service or SOW only:

(1) if the Customer Party fails to make any payment for any portion of Services the payment of which is not being disputed in good faith by the Customer Party, which payment remains unmade by the 90th day from the Providing Party's giving of written notice of such failure to the Customer Party;

(2) if the Customer Party providing Services hereunder, or the Providing Party receives an order from a Governmental Authority prohibiting the performance of the Services;

(3) if the Providing Party providing Services hereunder is notified by a Governmental Authority, due to the actions of the Customer Party, for materially violating any law governing the performance of a Service, which violation cannot be or has not been cured by the Customer Party by the 60th day from the receipt of notice of such violation;

(4) if the Customer Party (A) becomes insolvent, (B) files a petition in bankruptcy or insolvency, is adjudicated bankrupt or insolvent or files any petition or answer seeking reorganization, readjustment or arrangement of its business under any law relating to bankruptcy or insolvency, or if a receiver, trustee or liquidator is appointed for any of the property of the other party and within 60 days thereof such party fails to secure a dismissal thereof or (C) makes any assignment for the benefit of creditors;

(5) in the event of any material infringement of such Providing Party's intellectual property, including intellectual property developed hereunder pursuant to Section 10 below, by the Customer Party; and

(6) in the event of a material breach of any covenant or representation and warranty contained herein or otherwise directly relating to or affecting the Services to be provided hereunder of the Customer Party that cannot be or has not been cured by the 60th day from the Providing Party's giving of written notice of such breach to the Customer Party.

For the avoidance of doubt, with respect to items (3) and (6) above, if the Customer Party has cured the underlying event or circumstance giving rise to written notice of the same, within the time period specified above, the Providing Party may not terminate this Agreement or the applicable Service or SOW; provided, however, that the Providing Party may, if it so states in the written notice required to be provided to the Customer Party pursuant to the above, suspend the Service performed hereunder or under the applicable SOW until the Customer Party has cured such violation or breach, as the case may be. Furthermore, if the Customer Party is unable to effect a cure of the event or circumstance occurring under this Section 6(b) within the time period specified, despite a good faith effort to effect such cure, Providing Party shall allow Customer Party such additional time as reasonably required to effect

such cure without termination of this Agreement or the applicable Service or SOW, but in no event shall such additional time exceed 90 days unless otherwise agreed by the parties.

(c) *Termination for Convenience*. Any Service or SOW may be terminated in whole or in part by the Customer Party on not less than 90 days' written notice of such termination to the Providing Party in the event the Customer Party discontinues the line of business receiving such Services. In the event the Customer Party terminates such Service or SOW in accordance with this Section 6(c) unless otherwise set forth herein or in the applicable SOW, such party shall be responsible for payment of any costs and expenses of the Providing Party that are directly related to or resulting from the early termination of such Service or SOW, including, but not limited to, (i) costs and expenses relating to the re-employment or termination of a Providing Party's employee who had been previously engaged in providing the Services governed by the terminated Service or SOW, (ii) costs and expenses relating to existing contracts with third parties that had been entered into by the Providing Party solely for the provision of Services under such terminated Service or SOW and (iii) costs and expenses relating to facilities, hardware and equipment (including depreciation) used solely for the purpose of providing such Service or SOW.

(d) *Wind-Down Period*. During the period that is six (6) months prior to the date of termination of this Agreement, the Providing Party shall have no obligation to (i) expand the scope of its Services under this Agreement or any SOW, (ii) perform any new or additional Services under this Agreement or any SOW, or (iii) invest in hardware, software or equipment for performance against a Service or SOW.

(e) *Post-Termination Services*. Upon termination of this Agreement, any SOW or any Services, for any reason whatsoever, the Customer Party may elect to purchase post-termination services from the Providing Party for a period of 270 days from the date on which this Agreement terminates on the current terms hereunder or in place under the applicable SOW(s).

(f) *Effects of Termination*.

(1) Upon the early termination of any Service pursuant to this Section 6 or upon the expiration of the applicable Service Period, following the effective time of the termination, the Providing Party shall no longer be obligated to provide such Service; provided that the Customer Party shall be obligated to reimburse the Providing Party for any reasonable out-of-pocket expenses or costs attributable to such termination unless otherwise provided herein or in the applicable SOW(s).

(2) No termination, cancelation or expiration of this Agreement shall prejudice the right of either party hereto to recover any payment due at the time of termination, cancelation or expiration (or any payment accruing as a result thereof), nor shall it prejudice any cause of action or claim of either party hereto accrued or to accrue by reason of any breach or default by the other party hereto.

(3) Notwithstanding any provision herein to the contrary, Sections 4, 9 and 12 through 22 of this Agreement shall survive the termination of this Agreement.

7. Change Order Procedures; Temporary Emergency Changes.

(a) The parties hereto may change the nature and scope of Services provided hereunder or under any SOW by mutual agreement. The party seeking the change shall submit a request containing: (i) the identity of the party requesting such change; (ii) the reason(s) for the change; (iii) a description of the requested change; and (iv) a timetable for the implementation of the change. The non-requesting Party shall have 30 Business Days to consider the suggested change and either approve or decline such change. For the avoidance of doubt, no change to any Service or SOW will become part of the Performance Standard for such Service or SOW without the Providing Party's prior approval.

(b) The parties hereto agree to cooperate in good faith to determine and implement additional procedures for change orders as needed.

(c) Notwithstanding the foregoing, in the event the Providing Party is unable to contact the Customer Party's designated contact for a specific Service or SOW after reasonable effort, the Providing Party may make temporary changes to any SOW or Services, which the Providing Party shall document and report to the Customer Party the next Business Day. Such changes shall become permanent only if the Providing Party subsequently follows the procedures in Section 7(a) hereof for permanent change order procedures. The Customer Party shall not be obligated to pay for any changed Services performed without its prior approval.

(d) The Customer Party may, in an emergency, request additional Services to be performed as promptly as practicable, and the Providing Party shall use its reasonable best efforts to perform such Services as promptly as practicable. While the Providing Party will continue to provide services in line with the request from the Customer Party, in the event that the Providing Party plans to incur materially additional costs in providing this service, the Providing Party may submit a financial proposal to make the Providing Party financially whole. In such a case, the Customer Party and Providing Party may agree for the one-time increase in payment for the emergency. Such emergency request shall last no longer than 30 Business Days, and the Providing Party shall have no obligation to continue performing such Services unless the Customer Party follows the procedures in Section 7(a) hereof for permanent change order procedures.

8. Right of First Opportunity.

(a) If the Customer Party elects to receive any Additional Service (as defined below), it shall first request a proposal for the provision of such Additional Service from the Providing Party. The Providing Party shall have 30 Business Days (the "Exclusive Tender Period") to respond to such request for Additional Service and to provide a proposed SOW to the Customer Party. During the Exclusive Tender Period, the Customer Party shall not solicit proposals or negotiate with any other third party with respect to such request for Additional Service. Upon receipt of the Providing Party's proposal for the Additional Service, the Customer

Party shall consider such proposal and shall negotiate with the Providing Party in good faith with respect to the possible provision by the Providing Party of such Additional Services.

(b) If, at the end of the Exclusive Tender Period, the Providing Party and the Customer Party do not agree on the proposed SOW, the Customer Party may solicit proposals from third parties with respect to the Additional Service; provided, however, that the Customer Party shall not disclose any information received from the Providing Party, whether verbal or written, in the proposed SOW or during the Exclusive Tender Period negotiations, and such information shall be subject to the terms of Section 12 (Confidentiality) hereof.

(c) Alternatively to the procedures set forth in Sections 8(a) and 8(b), Customer Party may solicit proposals or negotiate with third parties with respect to an Additional Service (such third parties, "Third Party Additional Service Providers") during the Exclusive Tender Period so long as:

(1) at least fifteen Business Days prior to engaging any Third Party Additional Service Provider, Customer Party shall disclose to Providing Party a description of the Additional Services to be provided by such Third Party Additional Service Provider and all fees, costs and other expenses to be charged by such Third Party Additional Service Provider (such description, a "Third Party Additional Service Offer"),

(2) within ten Business Days of receipt of any Third Party Additional Service Offer, Providing Party shall have the right to make an offer (a "Matching Offer") to provide the same or substantially the same Additional Services as set forth in the Third Party Additional Service Offer, and

(3) if the fees set forth in the Matching Offer do not exceed the fees set forth in the Third Party Additional Services Offer, Customer Party may not accept the Third Party Additional Services Offer. Conversely, if the fees set forth in the Matching Offer exceed the fees set forth in the Third Party Additional Services Offer, Customer Party may accept the Third Party Additional Services Offer.

(d) For purposes of this Agreement, "Additional Service" means: a service that (i) is reasonably similar to the Services provided hereunder or under any SOW, (ii) reasonably could be performed in facilities located in India, the United States, Canada, Uruguay or other facilities similar to the Providing Party's facilities in these locations; (iii) reasonably would be expected to involve a purchase volume greater than $100,000 on an annual basis; and (iv) is not an Applicable Service.

(e) For the avoidance of doubt, the Providing Party shall not be restricted from providing services to a third party that are similar or identical to the Services.

9. Miscellaneous.

(a) This Agreement may be executed in one or more counterparts, including by facsimile, all of which shall be considered one and the same agreement, and shall become

effective when one or more counterparts have been signed by each party hereto or thereto and delivered to the other parties hereto or thereto.

(b) This Agreement and the schedule attached hereto contain the entire agreement between the parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter and there are no agreements or understandings between the parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

(c) Altisource represents and AAMC represents as follows:

(1) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(2) this Agreement has been duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms hereof.

(d) This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York applicable to contracts made and to be performed wholly in such State and irrespective of the choice of law principles of the State of New York, as to all matters.

(e) Except for the indemnification rights under this Agreement (a) the provisions of this Agreement are solely for the benefit of the parties hereto and are not intended to confer upon any Person except the parties hereto any rights or remedies hereunder and (b) there are no third party beneficiaries of this Agreement, and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

(f) All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person, (b) sent by telecopier (except that, if not sent during normal business hours for the recipient, then at the opening of business on the next Business Day for the recipient) to the fax numbers set forth below or (c) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to Altisource, to:

Altisource Solutions S.à r.l.
291, Route d'Arlon
L-1150 Luxembourg
Attn: Corporate Secretary
Fax No.: 352-2744-9499

If to AAMC to:

Altisource Asset Management Corporation
402 Strand St.
Frederiksted, VI 00840
Attn: Corporate Secretary
Fax No.: 770-644-7420

Either Party may, by notice to the other party, change the address to which such notices are to be given.

(g) If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon any such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to affect the original intent of the parties.

(h) The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) Waiver by any Party hereto of any default by any other party hereto of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

(j) In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are to be hereby aggrieved shall have the right to seek specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The other party or parties shall not oppose the granting of such relief. The parties to this Agreement agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived.

(k) No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment, supplement or modification.

(l) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms "hereof," "herein, "and "herewith" and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. Article, Section, Exhibit, Schedule

and Appendix references are to the articles, sections, exhibits, schedules and appendices of or to this Agreement unless otherwise specified. Any reference herein to this Agreement, unless otherwise stated, shall be construed to refer to this Agreement as amended, supplemented or otherwise modified from time to time, as permitted by Section 9(k). The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive. There shall be no presumption of interpreting this Agreement or any provision hereof against the draftsperson of this Agreement or any such provision.

(m) Any action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of New York located in the County of New York or in the United States District Court for the Southern District of New York (if any Party to such action or proceeding has or can acquire jurisdiction), and each of the parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. The parties to this Agreement agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties hereto and thereto irrevocably to waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in the first sentence of this Section 9(m) may be served on any Party to this Agreement anywhere in the world.

10. Intellectual Property. The Providing Party shall retain all rights to all technology and intellectual property owned or licensed by the Providing Party prior to the provision of Services hereunder or developed by the Providing Party during the course of and in association with the provision of Services under this Agreement by the Providing Party, including all derivative works. The Customer Party shall retain all rights to all intellectual property owned or licensed by the Customer Party prior to the provision of Services hereunder or developed by the Customer Party during the course of and in association with the provision of Services by the Providing Party under this Agreement including all derivative works.

11. Cooperation; Access.

(a) The Customer Party shall permit the Providing Party and its employees and representatives access, on Business Days during hours that constitute regular business hours for the Customer Party and upon reasonable prior request, to the premises of the Customer Party and such data, books, records and personnel designated by the Customer Party as involved in receiving or overseeing the Services as the Providing Party may reasonably request for the purposes of providing the Services. The Providing Party shall provide the Customer Party, upon reasonable prior written notice, such documentation relating to the provision of the Services as

the Customer Party may reasonably request for the purposes of confirming any Invoiced Amount pursuant to this Agreement. Any documentation so provided to the Providing Party pursuant to this Section will be subject to the confidentiality obligations set forth in Section 12 of this Agreement.

(b) Each party hereto shall designate a relationship manager (each, a "Relationship Executive") to report and discuss issues with respect to the provision of the Services and successor relationship executives in the event that a designated Relationship Executive is not available to perform such role hereunder. The initial Relationship Executive designated by Altisource shall be William B. Shepro and the initial Relationship Executive designated by AAMC shall be Ashish Pandey. Either party may replace its Relationship Executive at any time by providing written notice thereof to the other party hereto.

12. Confidentiality.

(a) Subject to Section 12(b), each of Altisource and AAMC, agrees to hold, and to cause its directors, officers, employees, agents, accountants, counsel and other advisors and representatives to hold, in strict confidence, with at least the same degree of care that applies to confidential and proprietary information of Altisource pursuant to policies in effect as of the Distribution Date, all Information concerning the other party that is either in its possession (including Information in its possession prior to the Distribution Date) or furnished by the other party or its directors, officers, employees, agents, accountants, counsel and other advisors and representatives at any time pursuant to this Agreement, and shall not use any such Information other than for such purposes as shall be expressly permitted hereunder, except to the extent that such Information has been (i) in the public domain through no fault of such party or any of their respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives, (ii) later lawfully acquired from other sources by such party, which sources are not known by such party to be themselves bound by a confidentiality obligation, or (iii) independently generated without reference to any proprietary or confidential Information of the other party.

(b) Each party agrees not to release or disclose, or permit to be released or disclosed, any such Information (excluding Information described in clauses (i), (ii) and (iii) of Section 12(a)) to any other Person, except its directors, officers, employees, agents, accountants, counsel and other advisors and representatives who need to know such Information (who shall be advised of their obligations hereunder with respect to such Information), except in compliance with Section 12(c). Without limiting the foregoing, when any Information is no longer needed for the purposes contemplated by this Agreement, each party will promptly, after request of the other party, either return the Information to the other party in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the other party that any Information not returned in a tangible form (including any such Information that exists in an electronic form) has been destroyed (and such copies thereof and such notes, extracts or summaries based thereon).

(c) In the event that either party determines on the advice of its counsel that it is required to disclose any Information pursuant to applicable law or receives any demand under lawful process or from any Governmental Authority to disclose or provide Information of the

other party that is subject to the confidentiality provisions hereof, such party shall, to the extent permitted by law, notify the other party prior to disclosing or providing such Information and shall cooperate, at the expense of the requesting Party, in seeking any reasonable protective arrangements requested by such other party. Subject to the foregoing, the Person that received such request may thereafter disclose or provide Information to the extent required by such law (as so advised by counsel) or by lawful process or such Governmental Authority.

13. Dispute Resolution.

(a) It is the intent of the parties to use reasonable best efforts to resolve expeditiously any dispute, controversy or claim between or among them with respect to the matters covered hereby that may arise from time to time on a mutually acceptable negotiated basis. In furtherance of the foregoing, a Party involved in a dispute, controversy or claim may deliver a notice (an "Escalation Notice") demanding an in-person meeting involving representatives of the parties at a senior level of management (or if the parties agree, of the appropriate strategic business unit or division within such entity). A copy of any such Escalation Notice shall be given to the General Counsel, or like officer or official, of the party involved in the dispute, controversy or claim (which copy shall state that it is an Escalation Notice pursuant to this Agreement). Any agenda, location or procedures for such discussions or negotiations between the parties may be established by the parties from time to time; provided, however, that the parties shall use reasonable best efforts to meet within 30 days of the Escalation Notice.

14. Warranties; Limitation of Liability; Indemnity.

(a) Other than the statements expressly made by the Providing Party in this Agreement or in any SOW, the Providing Party makes no representation or warranty, express or implied, with respect to the Services and, except as provided in Section 14(b) hereof, the Customer Party hereby waives, releases and renounces all other representations, warranties, obligations and liabilities of the Providing Party, and any other rights, claims and remedies of the Customer Party against the Providing Party, express or implied, arising by law or otherwise, with respect to any nonconformance, error, durability, omission or defect in any of the Services, including (i) any implied warranty of merchantability, fitness for a particular purpose or non-infringement, (ii) any implied warranty arising from course of performance, course of dealing or usage of trade and (iii) any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of the Providing Party.

(b) None of the Providing Party or any of its respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives shall be liable for any action taken or omitted to be taken by the Providing Party or such person under or in connection with this Agreement, except that the Providing Party shall be liable for direct damages or losses incurred by the Customer Party arising out of the gross negligence or willful misconduct of the Providing Party or any of its respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives in the performance or nonperformance of the Services or Ancillary Services.

(c) In no event shall (i) the amount of damages or losses for which the Providing Party and the Customer Party may be liable under this Agreement exceed the fees due

to the Providing Party for the most recent 6 month period under the applicable Service or SOW(s), provided that if Services have been performed for less than 6 months, then the damages or losses will be limited to the value of the actual Services performed during such period; or (ii) the aggregate amount of all such damages or losses for which the Providing Party may be liable under this Agreement exceed $1,000,000; provided, that, no such cap shall apply to liability for damages or losses arising from or relating to breaches of Section 12 (relating to confidentiality), infringement of intellectual property or fraud or criminal acts. Except as provided in Section 14(b) hereof, none of the Providing Party or any of its respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives shall be liable for any action taken or omitted to be taken by, or the negligence, gross negligence or willful misconduct of, any third party.

(d) Notwithstanding anything to the contrary herein, none of the Providing Party or any of its respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives shall be liable for damages or losses incurred by the Customer Party for any action taken or omitted to be taken by the Providing Party or such other person under or in connection with this Agreement to the extent such action or omission arises from actions taken or omitted to be taken by, or the negligence, gross negligence or willful misconduct of, the Customer Party.

(e) Without limiting Section 14(b) hereof, no Party hereto or any of its respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives shall in any event have any obligation or liability to the other party hereto or any such other person whether arising in contract (including warranty), tort (including active, passive or imputed negligence) or otherwise for consequential, incidental, indirect, special or punitive damages, whether foreseeable or not, arising out of the performance of the Services or this Agreement, including any loss of revenue or profits, even if a Party hereto has been notified about the possibility of such damages; provided, however, that the provisions of this Section 14(e) shall not limit the indemnification obligations hereunder of either party hereto with respect to any liability that the other party hereto may have to any third party not affiliated the Providing Party or the Customer Party for any incidental, consequential, indirect, special or punitive damages.

(f) The Customer Party shall indemnify and hold the Providing Party and any of its respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives harmless from and against any and all damages, claims or losses that the Providing Party or any such other person may at any time suffer or incur, or become subject to, as a result of or in connection with this Agreement or the Services provided hereunder, except those damages, claims or losses incurred by the Providing Party or such other person arising out of the gross negligence or willful misconduct by the Providing Party or such other person.

15. Additional Agreements. The Providing Party shall:

(a) maintain data backup and document storage and retrieval systems adequate for the provision of the Services;

(b) maintain a business continuity plan adequate for the provision of the Services and shall provide a copy of such plan upon the Customer Party's request; and

(c) provide the Services under this Agreement and any SOW in compliance with (i) all obligations and applicable laws, including, but not limited to, privacy and data protection laws, labor and overtime laws, tax laws, the U.S. Foreign Corrupt Practices Act and environmental protection laws and (ii) all requirements from any Governmental Authority to maintain necessary licenses and permits.

16. Taxes. Unless otherwise provided herein or in an applicable SOW, each party hereto shall be responsible for the cost of any sales, use, privilege and other transfer or similar taxes imposed upon that Party as a result of the transactions contemplated hereby. Any amounts payable under this

Agreement are exclusive of any goods and services taxes, value added taxes, sales taxes or similar taxes ("Sales Taxes") now or hereinafter imposed on the performance or delivery of Services, and an amount equal to such taxes so chargeable shall, subject to receipt of a valid receipt or invoice as required below in this Section 16, be paid by the Customer Party to the Providing Party in addition to the amounts otherwise payable under this Agreement. In each case where an amount in respect of Sales Tax is payable by the Customer Party in respect of a Service provided by the Providing Party, the Providing Party shall furnish in a timely manner a valid Sales Tax receipt or invoice to the Customer Party in the form and manner required by applicable law to allow the Customer Party to recover such tax to the extent allowable under such law.

17. Public Announcements. No Party to this Agreement shall make, or cause to be made, any press release or public announcement or otherwise communicate with any news media in respect of this Agreement or the transactions contemplated by this Agreement without the prior written consent of the other party hereto unless otherwise required by law, in which case the party making the press release, public announcement or communication shall give the other party reasonable opportunity to review and comment on such and the parties shall cooperate as to the timing and contents of any such press release, public announcement or communication.

18. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. No Party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party hereto; provided, however, that either party may assign this Agreement without the consent of the other party to any third party that acquires, by any means, including by merger or consolidation, all or substantially all the consolidated assets of such party. Any purported assignment in violation of this Section 18 shall be void and shall constitute a material breach of this Agreement.

19. Relationship of the Parties. The parties hereto are independent contractors and none of the parties hereto is an employee, partner or joint venturer of the other. Under no circumstances shall any of the employees of a Party hereto be deemed to be employees of the other party hereto for any purpose. Except as expressly provided herein, none of the parties hereto shall have the right to bind the others to any agreement with a third party or to represent itself as a partner or joint venturer of the other by reason of this Agreement.

20. Force Majeure. Neither party hereto shall be in default of this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations hereunder if such delay or failure is caused by strikes, acts of God, acts of the public enemy, acts of terrorism, riots or other events that arise from circumstances beyond the reasonable control of that Party (each, a "Force Majeure Event"). During the pendency of such Force Majeure Event, each of the parties hereto shall take all reasonable steps to fulfill its obligations hereunder by other means and, in any event, shall upon termination of such intervening event, promptly resume its obligations under this Agreement.

21. Non-Solicitation. The Customer Party acknowledges that the value to the Providing Party of its business and the transactions contemplated by this Agreement would be substantially diminished if such Customer Party was to solicit the employment of or hire any employee of the Providing Party performing Services or who has performed Services hereunder. Accordingly, the Customer Party agrees that it shall not directly or indirectly and without the prior consent of the other party, solicit the employment of, or hire, employ or retain, or otherwise encourage or cause to leave employment with the Providing Party, or cause any other Person to hire, employ or retain, or otherwise encourage or cause to leave employment with the Providing Party, any Person who is or was employed by the Providing Party with respect to the provision of Services at any time within twelve (12) months preceding the time of such solicitation or hiring, employment, retention or encouragement.

22. Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

* * * * *

IN WITNESS WHEREOF, the parties have caused this Technology Products Services Agreement to be executed as of the date first written above by their duly authorized representatives.

ALTISOURCE SOLUTIONS S.À R.L.

By: /s/ William B. Shepro
Name: William B. Shepro
Title: Manager

ALTISOURCE ASSET MANAGEMENT CORPORATION

By: /s/ Ashish Pandey
Name: Ashish Pandey
Title: Chief Executive Officer

SCHEDULE I

SERVICES

Service	Service Period (years)
SERVICE	15
Telephone Systems	
Technology Systems	
Desktop Support Services	
SERVICE	

ALTISOURCE ASSET MANAGEMENT CORPORATION
2012 EQUITY INCENTIVE PLAN

SECTION 1. PURPOSE

1.01 The purpose of the 2012 Equity Incentive Plan (the "Plan") is to assist Altisource Asset Management Corporation (the "Corporation") in attracting, retaining and motivating directors and employees of outstanding ability and to align their interests with those of the shareholders of the Corporation.

SECTION 2. DEFINITIONS; CONSTRUCTION

2.01 **Definitions.** In addition to the terms defined elsewhere in the Plan, the following terms as used in the Plan shall have the following meanings when used with initial capital letters:

2.01.1 *"Award"* means any Option, Restricted Stock, Performance Award or Other Stock-Based Award, or any other right or interest relating to Shares granted under the Plan.

2.01.2 *"Award Agreement"* means any written agreement, contract or other instrument or document evidencing an Award.

2.01.3 *"Board"* means the Corporation's Board of Directors.

2.01.4 *"Cause"* means the definition provided in any employment, severance or other agreement governing the relationship between a Participant and the Corporation, and if no such definition exists, then

(i) the Participant's willful and intentional repeated failure or refusal, continuing after notice that specifically identifies the breach(es) complained of, to perform substantially his or her material duties, responsibilities and obligations (other than a failure resulting from grantee's incapacity due to physical or mental illness or other reasons beyond the control of grantee), and which failure or refusal results in demonstrable direct and material injury to the Corporation;

(ii) the Participant's willful and intentional act or failure to act involving fraud, misrepresentation, theft, embezzlement, dishonesty or moral turpitude (collectively, "Fraud") which results in demonstrable direct and material injury to the Corporation;

(iii) the Participant's conviction of (or a plea of nolo contendere to) an offense which is a felony in the jurisdiction involved or which is a misdemeanor in the jurisdiction involved but which involves Fraud; and

(iv) the Participant's material breach of a written policy of the applicable Employer Entity or the rules of any governmental or regulatory body applicable to the Corporation.

2.01.5 *"Code"* means the Internal Revenue Code of 1986, as amended from time to time, together with rules, regulations and interpretations promulgated thereunder. References to particular sections of the Code shall include any successor provisions.

2.01.6 *"Change of Control"* shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), whether or not the Corporation is then subject to such reporting requirement.

2.01.7 *"Committee"* means, (a) with respect to Participants who are employees and other service providers, the Compensation Committee or such other committee of the Board as may be designated by the Board to administer the Plan, consisting of at least three members of the Board; provided however, that any member of the Committee participating in the taking of any action under the Plan shall qualify as (1) an "outside director" as then defined under Section 162(m) of the Code or any successor provision, (2) a "non-employee director" as then defined under Rule 16b-3 or any successor rule and (3) an "independent" director under the rules of any stock exchange on which shares of Common Stock may be listed, or (b) with respect to Participants who are non-employee directors, the Board.

2.01.8 *"Common Stock"* means shares of the common stock, par value $0.01 per share, and such other securities of the Corporation or other corporation or entity as may be substituted for Shares pursuant to Section 8.01 hereof.

2.01.9 *"Covered Employee"* shall have the meaning provided in Section 162(m)(3) of the Code.

2.01.10 *"Exchange Act"* means the Securities Exchange Act of 1934, as amended.

2.01.11 *"Fair Market Value"* of shares of any stock, including but not limited to Common Stock, or units of any other securities (herein "shares"), shall be the mean between the highest and lowest sales prices per share for the date(s) as established by the Board as of which Fair Market Value is to be determined in the principal market in which such shares are traded, as quoted in *The Wall Street Journal* (or in such other reliable publication as the Committee, in its discretion, may determine to rely upon). If the Fair Market Value of shares on any date(s) cannot be determined on the basis set forth in the preceding sentence, or if a determination is required as to the Fair Market Value on any date of property other than shares, the Committee shall in good faith determine the Fair Market Value of such shares or other property on such date(s). Fair Market Value shall be determined without regard to any restriction other than a restriction which, by its terms, will never lapse.

2.01.12 *"Option"* means a right, granted under Section 6.02 hereof, to purchase Shares at a specified price during specified time periods.

2.01.13 *"Other Stock-Based Award"* means an Award, granted under Section 6.05 hereof, that is denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares.

2.01.14 *"Participant"* means (a) an employee of the Corporation, parent entity of the Corporation, or any Subsidiary or affiliate, including, but not limited to, a Covered Employee, or (b) a member of the Board, who, in the case of either clause (a) or (b), is granted an Award under the Plan.

2.01.15 *"Performance Award,"* "Performance Goal" and "Performance Period" shall have the meanings provided in Section 6.04.

2.01.16 *"Person"* shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, and shall include a "group" as defined in Section 13(d) thereof.

2.01.17 *"Restricted Stock"* means Shares, granted under Section 6.03 hereof, that are subject to certain restrictions.

2.01.18 *"Rule 16b-3"* means Rule 16b-3 under the Exchange Act, as amended from time to time, or any successor to such Rule promulgated by the Securities and Exchange Commission under Section 16 of the Exchange Act.

2.01.19 *"Shares"* means the common stock of the Corporation, par value $0.01 per share, and such other securities of the Corporation as may be substituted for Shares pursuant to Section 8.01 hereof.

2.01.20 *"Subsidiary"* means any corporation in an unbroken chain of corporations beginning with the Corporation, if each of the corporations other than the last corporation in the chain owns stock possessing at least 50% of the total combined voting power of all classes of stock in one of the other corporations in the chain.

2.02 **Construction.** For purposes of the Plan, the following rules of construction shall apply:

2.02.1 The word "or" is disjunctive but not necessarily exclusive.

2.02.2 Words in the singular include the plural; words in the plural include the singular; words in the neuter gender include the masculine and feminine genders, and words in the masculine or feminine gender include the other and neuter genders.

SECTION 3. ADMINISTRATION

3.01 The Plan shall be administered by the Committee. The Committee shall have complete, full and final authority to take the following actions, in each case subject to and consistent with the provisions of the Plan:

(i) to designate Participants;

(ii) to determine the type or types of Awards to be granted to each Participant;

(iii) to determine the number of Awards to be granted, the number of Shares or amount of cash or other property to which an Award will relate, the terms

and conditions of any Award (including, but not limited to, any exercise price, grant price or purchase price, any limitation or restriction, any schedule for lapse of limitations, forfeiture restrictions or restrictions on exercisability or transferability, and accelerations or waivers thereof, including in the case of a Change of Control based in each case on such considerations as the Committee shall determine), and all other matters to be determined in connection with an Award;

(iv) to determine whether, to what extent and under what circumstances an Award may be settled in, or the exercise price of an Award may be paid in cash, Shares, other Awards or other property, or an Award may be accelerated, vested, canceled, forfeited, exchanged or surrendered;

(v) to interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan;

(vi) to prescribe the form of each Award Agreement, which need not be identical for each Participant;

(vii) to adopt, amend, suspend, waive and rescind such rules and regulations as the Committee may deem necessary or advisable to administer the Plan;

(viii) to correct any defect or supply any omission or reconcile any inconsistency, and to construe and interpret the Plan, the rules and regulations, any Award Agreement or other instrument entered into or Award made under the Plan;

(ix) to make all other decisions and determinations as may be required under the terms of the Plan or as the Committee may deem necessary or advisable for the administration of the Plan; and

(x) to make such filings and take such actions as may be required from time to time by appropriate state, regulatory and governmental agencies. Any action of the Committee with respect to the Plan shall be final, conclusive and binding on all Persons, including the Corporation, Subsidiaries, Participants and any Person claiming any rights under the Plan from or through any Participants. The express grant of any specific power to the Committee, and the taking of any action by the Committee, shall not be construed as limiting any power or authority of the Committee. The Committee may delegate to officers, managers and/or agents of the Corporation or any Subsidiary the authority, subject to such terms as the Committee shall determine, to perform administrative and other functions under the Plan. Each member of the Committee shall be entitled to, in good faith, rely or act upon any report or

other information furnished to him by an officer, manager or other employee of the Corporation or a Subsidiary, the Corporation's independent certified public accountants, or any executive compensation consultant or other professional retained by

the Corporation and/or Committee to assist in the administration of the Plan.

SECTION 4. SHARES SUBJECT TO THE PLAN

4.01 The maximum net number of Shares which may be issued and in respect of which Awards may be granted under the Plan shall be limited to 591,361 shares of Common Stock, subject to adjustment as provided in Section 8.01, which may be used for all forms of Awards. Each Share issued under the Plan pursuant to an Award shall reduce the number of available Shares by 1.00.

For purposes of this Section 4.01, the number of Shares to which an Award relates shall be counted against the number of Shares available under the Plan at the time of grant of the Award, unless such number of Shares cannot be determined at that time, in which case the number of Shares actually distributed pursuant to the Award shall be counted against the number of Shares available under the Plan at the time of distribution; provided, however, that Awards related to or retroactively added to, or granted in tandem with, substituted for or converted into, other Awards shall be counted or not counted against the number of Shares reserved and available under the Plan in accordance with procedures adopted by the Committee so as to ensure appropriate counting but avoid double counting.

If any Shares to which an Award relates are forfeited or the Award otherwise terminates without payment being made to the Participant in the form of Shares or if payment is made to the Participant in the form of cash, cash equivalents or other property other than Shares, any Shares counted against the number of Shares available under the Plan with respect to such Award shall, to the extent of any such forfeiture or termination or alternative payment, again be available for Awards under the Plan. If the exercise price of an Award is paid by delivering to the Corporation Shares previously owned by the Participant or if Shares are delivered or withheld for purposes of satisfying a tax withholding obligation, the number of Shares covered by the Award equal to the number of Shares so delivered or withheld shall, however, be counted against the number of Shares granted and shall not again be available for Awards under the Plan. Any Shares distributed pursuant to an Award may consist, in whole or part, of authorized and unissued Shares, including Shares repurchased by the Corporation for purposes of the Plan.

SECTION 5. ELIGIBILITY

5.01 Awards may be granted only to individuals who are employees of the Corporation, the parent entity of the Corporation or any Subsidiary or affiliate or to members of the Board.

SECTION 6. SPECIFIC TERMS OF AWARDS

6.01 **General.** Subject to the terms of the Plan and any applicable Award Agreement, Awards may be granted as set forth in this Section 6. In addition, the Committee may impose on

any Award or the exercise thereof, at the date of grant or thereafter (subject to the terms of Section 9.01), such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall determine, including separate escrow provisions and terms requiring forfeiture of Awards in the event of termination of employment or service by the Participant. Except as required by applicable law, Awards may be granted for no consideration other than prior and/or future services.

6.02 **Options.** The Committee is authorized to grant Options to Participants on the following terms and conditions:

(i) *Exercise Price.* The criteria for determining the exercise price per Share of an Option shall be determined and such price shall be established by the Committee prior to each grant;

(ii) *Option Term.* The term of each Option shall be determined by the Committee, except that no Option shall be exercisable after the expiration of ten years from the date of grant. The Option shall be evidenced by a form of written Award Agreement, and subject to the terms thereof;

(iii) *Times and Methods of Exercise.* The Committee shall determine the time or times at which an Option may be exercised in whole or in part, the methods by which the exercise price may be paid or deemed to be paid, and the form of such payment, including, without limitation, cash, Shares, or other property or any combination thereof, having a Fair Market Value on the date of exercise equal to the exercise price, provided, however, that (1) in the case of a Participant who is at the time of exercise subject to Section 16 of the Exchange Act, any portion of the exercise price representing a fraction of a Share shall in any event be paid in cash or in property other than any equity security (as defined by the Exchange Act) of the Corporation and (2) except as otherwise determined by the Committee, in its discretion, no shares which have been held for less than six months may be delivered in payment of the exercise price of an Option. Delivery of Shares in payment of the exercise price of an Option, if authorized by the Committee, may be accomplished through the effective transfer to the Corporation of Shares held by a broker or other agent; and

Unless otherwise determined by the Committee, the Corporation will also cooperate with any person exercising an Option who participates in a cashless exercise program of a broker or other agent under which all or part of the Shares received upon exercise of the Option are sold through the broker or other agent, for the purpose of paying the exercise price of an Option. Notwithstanding the preceding sentence, unless the Committee, in its discretion, shall otherwise determine, the exercise of the Option shall not be deemed to occur, and no Shares will be issued by the Corporation upon exercise of an Option, until the Corporation has received payment in full of the exercise price.

(iv) *Termination of Employment.* In the case of Participants, unless otherwise determined by the Committee and reflected in the Award Agreement or award program:

(A) if a Participant shall die while employed or engaged by the Corporation or a Subsidiary or affiliate or during a period following termination of employment or engagement during which an Option otherwise remains exercisable under this Section 6.02(iv), Options granted to the Participant, to the extent exercisable at the time of the Participant's death, may be exercised within two years after the date of the Participant's death, but not later than the expiration date of the Options, by the executor or administrator of the Participant's estate or by the Person or Persons to whom the Participant shall have transferred such right by will or by the laws of descent and distribution;

(B) if the Participant must terminate employment due to disability, the Options may be exercised within three years after the date of termination, but not later than the expiration date of the Options;

(C) if the Participant has attained the age of 60 and has been an employee of the Corporation, its Subsidiary, or affiliate for not less than three (3) years as of or on the date of termination of employment by reason of retirement, the Options shall vest and shall become immediately exercisable in full on the date of termination and may be exercised within three years after the date of retirement, but not later than the expiration date of the Options;

(D) if the employment or engagement of a Participant with the Corporation and its Subsidiaries and affiliates shall be involuntarily terminated under circumstances which would qualify the Participant for benefits under a severance plan of the Corporation or shall terminate his or her employment or engagement with the written consent of the Corporation or a Subsidiary, the Committee may elect to vest the Options immediately. Options granted to the Participant, to the extent exercisable at the date of the Participant's termination of employment or engagement, may be exercised within six months after the date of termination of employment or engagement, but not later than the expiration date of the Options; and

(E) if the employment of a Participant with the Corporation shall be involuntarily terminated for Cause, any outstanding Options granted to such Participant, whether or not vested, shall terminate on the date of such termination; and

(F) except to the extent an Option remains exercisable under paragraphs (A) through (D) above, any Option granted to a Participant shall terminate six months after the date of termination of employment or engagement of the Participant with the Corporation or a Subsidiary or affiliate.

(v) *Individual Option Limit.* The aggregate number of Shares for which Options may be granted under the Plan to any single Participant in any calendar year shall not exceed 79,000 Shares. The limitation in the preceding sentence shall be interpreted and applied in a manner consistent with Section 162(m) of the Code.

6.03 **Restricted Stock.** The Committee is authorized to grant Restricted Stock to Participants on the following terms and conditions:

(i) *Issuance and Restrictions.* Restricted Stock shall be subject to such restrictions on transferability and other restrictions as the Committee may impose (including, without limitation, limitations on the right to vote Restricted Stock or the right to receive dividends thereon), which restrictions may lapse separately or in combination at such times, under such circumstances, in such installments or otherwise, as the Committee shall determine at the time of grant or thereafter. The restriction period applicable to Restricted Stock shall, in the case of a time-based restriction, be not less than three years, with ratable vesting over such period or, in the case of a performance-based restriction period, be not less than one year;

(ii) *Forfeiture.* Except as otherwise determined by the Committee at the time of grant or thereafter, upon termination of employment, engagement or other service (as determined under criteria established by the Committee) during the applicable restriction period, Restricted Stock that is at that time subject to restrictions shall be forfeited and reacquired by the Corporation; provided, however, that the Committee may provide, by rule or regulation or in any Award Agreement, that restrictions on Restricted Stock shall be waived in whole or in part in the event of terminations resulting from specified causes, and the Committee may in other cases waive in whole or in part restrictions on Restricted Stock; and

(iii) *Certificates for Shares.* Restricted Stock granted under the Plan may be evidenced in such manner as the Committee shall determine, including, without limitation, issuance of certificates representing Shares, which may be held in escrow. Certificates representing Shares of Restricted Stock shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock.

6.04 **Performance Awards.** The Committee is authorized to grant Performance Awards to Participants on the following terms and conditions:

(i) *Right to Payment.* A Performance Award shall represent a right to receive Shares based on the achievement, or the level of achievement, during a specified Performance Period of one or more Performance Goals established by the Committee at the time of the Award;

(ii) *Terms of Performance Awards.* At or prior to the time a Performance Award is granted, the Committee shall cause to be set forth in the Award Agreement or otherwise in writing (1) the Performance Goals applicable to the Award and the Performance Period during which the achievement of the Performance Goals shall be measured, (2) the amount which may be earned by the Participant based on the achievement, or the level of achievement, of the Performance Goals or the formula by which such amount shall be determined and (3) such other terms and conditions applicable to the Award as the Committee may, in its discretion, determine to include therein. The terms so established by the Committee shall be objective such that a third party having knowledge of the relevant facts could determine whether or not any Performance Goal has been achieved, or the extent of such achievement, and the amount, if any, which has been earned by the Participant based on such performance. The Committee may retain the discretion to reduce (but not to increase) the amount of a Performance Award which will be earned based on the achievement of Performance Goals. When the Performance Goals are established, the Committee shall also specify the manner in which the level of achievement of such Performance Goals shall be calculated and the weighting assigned to such Performance Goals. The Committee may determine that unusual items or certain specified events or occurrences, including changes in accounting standards or tax laws and the effects of non-operational items or extraordinary items as defined by generally accepted accounting principles, shall be excluded from the calculation to the extent permitted in Section 162(m);

(iii) *Performance Goals.* "Performance Goals" shall mean one or more pre-established, objective measures of performance during a specified "Performance Period", selected by the Committee in its discretion.

Performance Goals may be based upon one or more of the following objective performance measures and expressed in either, or a combination of, absolute or relative values: earnings per share, earnings per share growth, return on capital employed, costs, net income, net income growth, operating margin, revenues, revenue growth, revenue from operations, expenses, income from operations as a percent of capital employed, income from operations, cash flow, market share, return on equity, return on assets, earnings (including EBITDA and EBIT), operating cash flow, operating cash flow as a percent of capital employed, economic value added, gross margin, total shareholder return, workforce diversity, number of accounts, workers' compensation claims, budgeted amounts, cost per hire, turnover rate, and/or training costs and expenses. Performance Goals

based on such performance measures may be based either on the performance of the Corporation, a Subsidiary or Subsidiaries, affiliate, any branch, department, business unit or other portion thereof under such measure for the Performance Period and/or upon a comparison of such performance with the performance of a peer group of corporations, prior Performance Periods or other measure selected or defined by the Committee at the time of making a Performance Award. The Committee may in its discretion also determine to use other objective performance measures as Performance Goals;

(iv) *Committee Certification.* Following completion of the applicable Performance Period, and prior to any payment of a Performance Award to the Participant, the Committee shall determine in accordance with the terms of the Performance Award and shall certify in writing whether the applicable Performance Goal or Goals were achieved, or the level of such achievement, and the amount, if any, earned by the Participant based upon such performance. For this purpose, approved minutes of the meeting of the Committee at which certification is made shall be sufficient to satisfy the requirement of a written certification;

Performance Awards are not intended to provide for the deferral of compensation, such that payment of Performance Awards shall be paid within two and one-half months following the end of the calendar year in which the Performance Period ends or such other time period if and to the extent as may be required to avoid characterization of such Awards as deferred compensation; and

(v) *Maximum Individual Performance Award Payments.* In any one calendar year, the maximum amount which may be earned by any single Participant under Performance Awards granted under the Plan shall be limited to 79,000 Shares. In the case of multi-year Performance Periods, the amount which is earned in any one calendar year is the amount paid for the Performance Period divided by the number of calendar years in the period. In applying this limit, the number of Shares earned by a Participant shall be measured as of the close of the applicable calendar year which ends the Performance Period, regardless of the fact that certification by the Committee and actual payment to the Participant may occur in a subsequent calendar year or years. The foregoing limitation shall be interpreted and applied in a manner consistent with Section 162(m) of the Code.

6.05 **Other Stock-Based Awards.** The Committee is authorized, subject to limitations under applicable law, to grant to Participants, in lieu of salary, cash bonus, fees or other payments, such other Awards that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares, as deemed by the Committee to be consistent with the purposes of the Plan, including, without limitation, purchase rights, appreciation rights, Shares awarded which are not subject to any

restrictions or conditions, convertible securities, exchangeable securities or other rights convertible or exchangeable into Shares, as the Committee in its discretion may determine. In the discretion of the Committee, such Other Stock-Based Awards, including Shares, or other types of Awards authorized under the Plan, may be used in connection with, or to satisfy obligations of the Corporation or a Subsidiary under, other compensation or incentive plans, programs or arrangements of the Corporation or any Subsidiary for eligible Participants.

The Committee shall determine the terms and conditions of Other Stock-Based Awards. Shares or securities delivered pursuant to a purchase right granted under this Section 6.05 shall be purchased for such consideration, paid for by such methods and in such forms, including, without limitation, cash, Shares, or other property or any combination thereof, as the Committee shall determine, but the value of such consideration shall not be less than the Fair Market Value of such Shares or other securities on the date of grant of such purchase right.

Appreciation rights may not be granted at a price less than the fair market value of the underlying Shares on the date of grant. Delivery of Shares or other securities in payment of a purchase right or appreciation right, if authorized by the Committee, may be accomplished through the effective transfer to the Corporation of Shares or other securities held by a broker or other agent. Unless otherwise determined by the Committee, the

Corporation will also cooperate with any person exercising a purchase right who participates in a cashless exercise program of a broker or other agent under which all or part of the Shares or securities received upon exercise of a purchase right are sold through the broker or other agent, or under which the broker or other agent makes a loan to such person, for the purpose of paying the exercise price of a purchase right.

Notwithstanding the preceding sentence, unless the Committee, in its discretion, shall otherwise determine, the exercise of the purchase right shall not be deemed to occur, and no Shares or other securities will be issued by the Corporation upon exercise of a purchase right, until the Corporation has received payment in full of the exercise price.

SECTION 7. GENERAL TERMS OF AWARDS

7.01 **Stand-Alone, Tandem and Substitute Awards.** Awards granted under the Plan may, in the discretion of the Committee, be granted either alone or in addition to, or in tandem with, any other Award granted under the Plan or any award granted under any other plan, program or arrangement of the Corporation or any Subsidiary (subject to the terms of Section 9.01) or any business entity acquired or to be acquired by the Corporation or a Subsidiary.

Awards granted in addition to or in tandem with other Awards or awards may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

7.02 **Decisions Required to be Made by the Committee.** Other provisions of the Plan and any Award Agreement notwithstanding, if any decision regarding an Award or the

exercise of any right by a Participant, at any time such Participant is subject to Section 16 of the Exchange Act, is required to be made or approved by the Committee or the Board in order that a transaction by such Participant will be exempt under Rule 16b-3, then the Committee or the Board shall retain full and exclusive power and authority to make such decision or to approve or disapprove any such decision by the Participant.

7.03 **Term of Awards.** The term of each Award shall be for such period as may be determined by the Committee; provided, however, that in no event shall the term of any Option exceed a period of ten years from the date of its grant.

7.04 **Form of Payment of Awards.** Subject to the terms of the Plan and any applicable Award Agreement, payments or substitutions to be made by the Corporation upon the grant, exercise or other payment or distribution of an Award may be made in such forms as the Committee shall determine at the time of grant or thereafter (subject to the terms of Section 9.01), including, without limitation, cash, Shares, or other property or any combination thereof, in each case in accordance with rules and procedures established, or as otherwise determined, by the Committee.

7.05 **Limits on Transfer of Awards; Beneficiaries.** No right or interest of a Participant in any Award shall be pledged, encumbered or hypothecated to or in favor of any Person other than the Corporation, or shall be subject to any lien, obligation or liability of such Participant to any Person other than the Corporation or a Subsidiary except as otherwise established by the Committee at the time of grant or thereafter. No Award and no rights or interests therein shall be assignable or transferable by a Participant otherwise than by will or the laws of descent and distribution, and any Option or other right to purchase or acquire Shares granted to a Participant under the Plan shall be exercisable during the Participant's lifetime only by such Participant. A beneficiary, guardian, legal representative or other Person claiming any rights under the Plan from or through any Participant shall be subject to all the terms and conditions of the Plan and any Award Agreement applicable to such Participant as well as any additional restrictions or limitations deemed necessary or appropriate by the Committee.

7.06 **Registration and Listing Compliance.** No Award shall be paid and no Shares or other securities shall be distributed with respect to any Award in a transaction subject to the registration requirements of the Securities Act of 1933, as amended, or any state securities law or subject to a listing requirement under any listing agreement between the Corporation and any national securities exchange, and no Award shall confer upon any Participant rights to such payment or distribution until such laws and contractual obligations of the Corporation have been complied with in all material respects. Except to the extent required by the terms of an Award Agreement or another contract between the Corporation and the Participant, neither the grant of any Award nor anything else contained herein shall obligate the Corporation to take any action to comply with any requirements of any such securities laws or contractual obligations relating to the registration (or exemption therefrom) or listing of any Shares or other securities, whether or not necessary in order to permit any such payment or distribution.

7.07 **Stock Certificates.** Awards representing Shares under the Plan may be recorded in book entry form until the lapse of restrictions or limitations thereon, or issued in the form of certificates. All certificates for Shares delivered under the terms of the Plan shall be subject to such stop-transfer orders and other restrictions as the Committee may deem advisable under federal or state securities laws, rules and regulations thereunder, and the rules of any national securities exchange or automated quotation system on which Shares are listed or quoted. The Committee may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions or any other restrictions or limitations that may be applicable to Shares. In addition, during any period in which Awards or Shares are subject to restrictions or limitations under the terms of the Plan or any Award Agreement, the Committee may require any Participant to enter into an agreement providing that certificates representing Shares issuable or issued pursuant to an Award shall remain in the physical custody of the Corporation or such other Person as the Committee may designate.

SECTION 8. ADJUSTMENT PROVISIONS

8.01 If a dividend or other distribution shall be declared upon the Common Stock payable in shares of the Common Stock, the number of shares of Common Stock then subject to any outstanding Options, Performance Awards or Other Stock Based Awards, the number of shares of Common Stock which may be issued under the Plan but are not then subject to outstanding Options, Performance Awards or Other Stock Based Awards and the maximum number of shares as to which Options or Performance Awards may be granted and as to which shares may be awarded under Sections 6.02(vi) and 6.04(v), shall be adjusted by adding thereto the number of shares of Common Stock which would have been distributable thereon if such shares had been outstanding on the date fixed for determining the shareholders entitled to receive such stock dividend or distribution.

Shares of Common Stock so distributed with respect to any Restricted Stock held in escrow shall also be held by the Corporation in escrow and shall be subject to the same restrictions as are applicable to the Restricted Stock on which they were distributed.

If the outstanding shares of Common Stock shall be changed into or exchangeable for a different number or kind of shares of stock or other securities of the Corporation or another corporation, or cash or other property, whether through reorganization, reclassification, recapitalization, stock split-up, combination of shares, merger or consolidation, then there shall be substituted for each share of Common Stock subject to any then outstanding Option, Performance Award or Other Stock Based Award, and for each share of Common Stock which may be issued under the Plan but which is not then subject to any outstanding Option, Performance Award or Other Stock Based Award, the number and kind of shares of stock or other securities (and in the case of outstanding Options, Performance Awards or Other Stock Based Awards, the cash or other property) into which each outstanding share of the Common Stock shall be so changed or for which each such share shall be exchangeable. Unless otherwise determined by the Committee in its discretion, any such stock or securities, as well as any cash or other property, into or for which any Restricted Stock held in escrow shall be changed or exchangeable in any such transaction shall also be held by the Corporation in escrow and shall be subject to

the same restrictions as are applicable to the Restricted Stock in respect of which such stock, securities, cash or other property was issued or distributed.

In case of any adjustment or substitution as provided for in this Section 8.01, the aggregate option price for all Shares subject to each then outstanding Option, Performance Award or Other Stock Based Award, prior to such adjustment or substitution shall be the aggregate option price for all shares of stock or other securities (including any fraction), cash or other property to which such Shares shall have been adjusted or which shall have been substituted for such Shares. Any new option price per share or other unit shall be carried to at least three decimal places with the last decimal place rounded upwards to the nearest whole number.

If the outstanding shares of the Common Stock shall be changed in value by reason of any spin-off, split-off or split-up, or dividend in partial liquidation, dividend in property other than cash, or extraordinary distribution to shareholders of the Common Stock, (a) the Committee shall make any adjustments to any then outstanding Option, Performance Award or Other Stock Based Award, which it determines are equitably required to prevent dilution or enlargement of the rights of optionees and awardees which would otherwise result from any such transaction, and (b) unless otherwise determined by the Committee in its discretion, any stock, securities, cash or other property distributed with respect to any Restricted Stock held in escrow or for which any Restricted Stock held in escrow shall be exchanged in any such transaction shall also be held by the Corporation in escrow and shall be subject to the same restrictions as are applicable to the Restricted Stock in respect of which such stock, securities, cash or other property was distributed or exchanged.

No adjustment or substitution provided for in this Section 8.01 shall require the Corporation to issue or sell a fraction of a Share or other security. Accordingly, all fractional Shares or other securities which result from any such adjustment or substitution shall be eliminated and not carried forward to any subsequent adjustment or substitution. Owners of Restricted Stock held in escrow shall be treated in the same manner as owners of Common Stock not held in escrow with respect to fractional Shares created by an adjustment or substitution of Shares, except that, unless otherwise determined by the Committee in its discretion, any cash or other property paid in lieu of a fractional Share shall be subject to restrictions similar to those applicable to the Restricted Stock exchanged therefor.

In the event of any other change in or conversion of the Common Stock, the Committee may in its discretion adjust the outstanding Awards and other amounts provided in the Plan in order to prevent the dilution or enlargement of rights of Participants.

SECTION 9. AMENDMENTS TO AND TERMINATION OF THE PLAN

9.01 The Board may amend, alter, suspend, discontinue or terminate the Plan without the consent of shareholders or Participants, except that, without the approval of the shareholders of the Corporation, no amendment, alteration, suspension, discontinuation or termination shall be made if shareholder approval is required by any federal or state

law or regulation or by the rules of any stock exchange on which the Shares may then be listed, or if the amendment, alteration or other change materially increases the benefits accruing to Participants, increases the number of Shares available under the Plan or modifies the requirements for participation under the Plan, or if the Board in its discretion determines that obtaining such shareholder approval is for any reason advisable; provided, however, that without the written consent of the Participant, no amendment, alteration, suspension, discontinuation or termination of the Plan may materially and adversely affect the rights of such Participant under any Award theretofore granted to him. The Committee may, consistent with the terms of the Plan, waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate, any Award theretofore granted, prospectively or retrospectively; provided, however, that without the consent of a Participant, no amendment, alteration, suspension, discontinuation or termination of any Award may materially and adversely affect the rights of such Participant under any Award theretofore granted to him; and provided further that, except as provided in Section 8.01 of the Plan, the exercise price of any outstanding Option may not be reduced, whether through amendment, cancellation or replacement, unless such reduction is approved by the shareholders of the Corporation.

SECTION 10. GENERAL PROVISIONS

10.01 **No Right to Awards; No Shareholder Rights.** No Participant shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Participants, except as provided in any other compensation, fee or other arrangement. No Award shall confer on any Participant any of the rights of a shareholder of the Corporation unless and until Shares are in fact issued to such Participant in connection with such Award.

10.02 **Withholding.** To the extent required by applicable Federal, state, local or foreign law, the Participant or his successor shall make arrangements satisfactory to the Corporation, in its discretion, for the satisfaction of any withholding tax obligations that arise in connection with an Award. The

Corporation shall not be required to issue any Shares or make any other payment under the Plan until such obligations are satisfied. The Corporation is authorized to withhold from any Award granted or any payment due under the Plan, including from a distribution of Shares, amounts of withholding taxes due with respect to an Award, its exercise or any payment thereunder, and to take such other action as the Committee may deem necessary or advisable to enable the Corporation and Participants to satisfy obligations for the payment of such taxes. This authority shall include authority to withhold or receive Shares, Awards or other property and to make cash payments in respect thereof in satisfaction of such tax obligations.

10.03 **No Right to Employment or Continuation of Service.** Nothing contained in the Plan or any Award Agreement shall confer, and no grant of an Award shall be construed as conferring, upon any Participant any right to continue in the employ or service of the Corporation or to interfere in any way with the right of the Corporation or shareholders to terminate his employment or service at any time or increase or decrease his compensation, fees, or other payments from the rate in existence at the time of granting

of an Award, except as provided in any Award Agreement or other compensation, fee or other arrangement.

10.04 **Unfunded Status of Awards; Creation of Trusts.** The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give any such Participant any rights that are greater than those of a general unsecured creditor of the Corporation; provided, however, that the Committee may authorize the creation of trusts or make other arrangements to meet the Corporation's obligations under the Plan to deliver Shares or other property pursuant to any Award, which trusts or other arrangements shall be consistent with the "unfunded" status of the Plan unless the Committee otherwise determines.

10.05 **No Limit on Other Compensatory Arrangements.** Nothing contained in the Plan shall prevent the Corporation from adopting other or additional compensation, fee or other arrangements (which may include, without limitation, employment agreements with executives and arrangements which relate to Awards under the Plan), and such arrangements may be either generally applicable or applicable only in specific cases. Notwithstanding anything in the Plan to the contrary, the terms of each Award shall be construed so as to be consistent with such other arrangements in effect at the time of the Award.

10.06 **No Fractional Shares.** No fractional Shares shall be issued or delivered pursuant to the Plan or any Award. The Committee shall determine whether cash, other Awards or other property shall be issued or paid in lieu of fractional Shares or whether such fractional Shares or any rights thereto shall be forfeited or otherwise eliminated.

10.07 **Governing Law.** The validity, interpretation, construction and effect of the Plan and any rules and regulations relating to the Plan shall be governed by the laws of the United States Virgin Islands (without regard to the conflicts of laws thereof).

10.08 **Severability.** If any provision of the Plan or any Award is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or Award, it shall be deleted and the remainder of the Plan or Award shall remain in full force and effect; provided, however, that, unless otherwise determined by the Committee, the provision shall not be construed or deemed amended or deleted with respect to any Participant whose rights and obligations under the Plan are not subject to the law of such jurisdiction or the law deemed applicable by the Committee.

SECTION 11. EFFECTIVE DATE AND TERM OF THE PLAN

11.01 The effective date and date of adoption of the Plan shall be December 21, 2012, the date of adoption of the Plan by the Board, provided that such adoption of the Plan is

approved by a majority of the votes cast at a duly held meeting of shareholders at which a quorum representing a majority of the outstanding voting stock of the Corporation is, either in person or by proxy, present and voting. Notwithstanding anything else contained in the Plan or in any Award Agreement, no Option or other purchase right granted under the Plan may be exercised, and no Shares may be distributed pursuant to any Award granted under the Plan, prior to such shareholder approval. In the event such shareholder approval is not obtained, all Awards granted under the Plan shall automatically be deemed void and of no effect.

ALTISOURCE ASSET MANAGEMENT CORPORATION
2012 SPECIAL EQUITY INCENTIVE PLAN

SECTION 1. PURPOSE

1.01 The purpose of the 2012 Special Equity Incentive Plan (the "Plan") is to assist Altisource Asset Management Corporation (the "Corporation") by incentivizing individuals who are providing services to the Corporation through their service for entities that have service relationships with the Corporation.

SECTION 2. DEFINITIONS; CONSTRUCTION

2.01 **Definitions.** In addition to the terms defined elsewhere in the Plan, the following terms as used in the Plan shall have the following meanings when used with initial capital letters:

2.01.1 "*Administrator*" means the Board or such committee of the Board as may be designated by the Board to administer the Plan.

2.01.2 "*Award*" means any Option, Restricted Stock, Performance Award or Other Stock-Based Award, or any other right or interest relating to Shares granted under the Plan.

2.01.3 "*Award Agreement*" means any written agreement, contract or other instrument or document evidencing an Award.

2.01.4 "*Board*" means the Corporation's Board of Directors.

2.01.5 "*Cause*" means the definition provided in any employment, severance or other agreement governing the relationship between a Participant and the applicable Employer Entity, and if no such definition exists, then

(i) the Participant's willful and intentional repeated failure or refusal, continuing after notice that specifically identifies the breach(es) complained of, to perform substantially his or her material duties, responsibilities and obligations (other than a failure resulting from grantee's incapacity due to physical or mental illness or other reasons beyond the control of grantee), and which failure or refusal results in demonstrable direct and material injury to the applicable Employer Entity;

(ii) the Participant's willful and intentional act or failure to act involving fraud, misrepresentation, theft, embezzlement, dishonesty or moral turpitude (collectively, "Fraud") which results in demonstrable direct and material injury to the applicable Employer Entity;

(iii) the Participant's conviction of (or a plea of nolo contendere to) an offense which is a felony in the jurisdiction involved or which is a misdemeanor in the jurisdiction involved but which involves Fraud; and

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(iv) the Participant's material breach of a written policy of the applicable Employer Entity or the rules of any governmental or regulatory body applicable to the applicable Employer Entity.

2.01.6 "*Code*" means the Internal Revenue Code of 1986, as amended from time to time, together with rules, regulations and interpretations promulgated thereunder. References to particular sections of the Code shall include any successor provisions.

2.01.7 "*Change of Control*" shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), whether or not the Corporation is then subject to such reporting requirement.

2.01.8 "*Common Stock*" means shares of the common stock, par value $1.00 per share, and such other securities of the Corporation or other corporation or entity as may be substituted for Shares pursuant to Section 8.01 hereof.

2.01.9 "*Employer Entity*" means Ocwen Financial Corporation, Altisource Portfolio Solutions S.A. or another entity with a service relationship with the Corporation.

2.01.10 "*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

2.01.11 "*Fair Market Value*" of shares of any stock, including but not limited to Common Stock, or units of any other securities (herein "shares"), shall be the mean between the highest and lowest sales prices per share for the date(s) as established by the Board as of which Fair Market Value is to be determined in the principal market in which such shares are traded, as quoted in *The Wall Street Journal* (or in such other reliable publication as the Administrator, in its discretion, may determine to rely upon). If the Fair Market Value of shares on any date(s) cannot be determined on the basis set forth in the preceding sentence, or if a determination is required as to the Fair Market Value on any date of property other than shares, the Administrator shall in good faith determine the Fair Market Value of such shares or other property on such date(s). Fair Market Value shall be determined without regard to any restriction other than a restriction which, by its terms, will never lapse.

2.01.12 "*Option*" means a right, granted under Section 6.02 hereof, to purchase Shares at a specified price during specified time periods.

2.01.13 "*Other Stock-Based Award*" means an Award, granted under Section 6.05 hereof, that is denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares.

2.01.14 "*Participant*" means (a) an individual who is not an employee of the Corporation but is employed by Ocwen Financial Corporation, Altisource Portfolio Solutions S.A. or another entity with a service relationship with the Corporation.

2.01.15 *"Performance Award,"* "Performance Goal" and "Performance Period" shall have the meanings provided in Section 6.04.

2.01.16 *"Person"* shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, and shall include a "group" as defined in Section 13(d) thereof.

2.01.17 *"Restricted Stock"* means Shares, granted under Section 6.03 hereof, that are subject to certain restrictions.

2.01.18 *"Shares"* means the common stock of the Corporation, par value $0.01 per share, and such other securities of the Corporation as may be substituted for Shares pursuant to Section 8.01 hereof.

2.01.19 *"Subsidiary"* means any corporation in an unbroken chain of corporations beginning with the Corporation, if each of the corporations other than the last corporation in the chain owns stock possessing at least 50% of the total combined voting power of all classes of stock in one of the other corporations in the chain.

2.02 **Construction.** For purposes of the Plan, the following rules of construction shall apply:

2.02.1 The word "or" is disjunctive but not necessarily exclusive.

2.02.2 Words in the singular include the plural; words in the plural include the singular; words in the neuter gender include the masculine and feminine genders, and words in the masculine or feminine gender include the other and neuter genders.

SECTION 3. ADMINISTRATION

3.01 The Plan shall be administered by the Administrator. The Administrator shall have complete, full and final authority to take the following actions, in each case subject to and consistent with the provisions of the Plan:

(i) to designate Participants;

(ii) to determine the type or types of Awards to be granted to each Participant;

(iii) to determine the number of Awards to be granted, the number of Shares or amount of cash or other property to which an Award will relate, the terms and conditions of any Award (including, but not limited to, any exercise price, grant price or purchase price, any limitation or restriction, any schedule for lapse of limitations, forfeiture restrictions or restrictions on exercisability or transferability, and accelerations or waivers thereof, including in the case of a Change of Control based in each case on such considerations as the Administrator shall determine), and all other matters to be determined in connection with an Award;

(iv) to determine whether, to what extent and under what circumstances an Award may be settled in, or the exercise price of an Award may be paid in cash, Shares, other Awards or other property, or an Award may be accelerated, vested, canceled, forfeited, exchanged or surrendered;

(v) to interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan;

(vi) to prescribe the form of each Award Agreement, which need not be identical for each Participant;

(vii) to adopt, amend, suspend, waive and rescind such rules and regulations as the Administrator may deem necessary or advisable to administer the Plan;

(viii) to correct any defect or supply any omission or reconcile any inconsistency, and to construe and interpret the Plan, the rules and regulations, any Award Agreement or other instrument entered into or Award made under the Plan;

(ix) to make all other decisions and determinations as may be required under the terms of the Plan or as the Administrator may deem necessary or advisable for the administration of the Plan; and

(x) to make such filings and take such actions as may be required from time to time by appropriate state, regulatory and governmental agencies. Any action of the Administrator with respect to the Plan shall be final, conclusive and binding on all Persons, including the Corporation, Subsidiaries, Participants and any Person claiming any rights under the Plan from or through any Participants. The express grant of any specific power to the Administrator, and the taking of any action by the Administrator, shall not be construed as limiting any power or authority of the Administrator. The Administrator may delegate to officers, managers and/or agents of the Corporation or any Subsidiary the authority, subject to such terms as the Administrator shall determine, to perform administrative and other functions under the Plan. Each member of the Administrator shall be entitled to, in good faith, rely or act upon any report or other information furnished to him by an officer, manager or other employee of the Corporation or a Subsidiary, the Corporation's independent certified public accountants, or any executive compensation consultant or other professional retained by the Corporation and/or Administrator to assist in the administration of the Plan.

SECTION 4. SHARES SUBJECT TO THE PLAN

4.01 The maximum net number of Shares which may be issued and in respect of which Awards may be granted under the Plan shall be limited to 93,053 shares of Common Stock, subject to adjustment as

provided in Section 8.01, which may be used for all forms of Awards. Each Share issued under the Plan pursuant to an Award shall reduce the number of available Shares by 1.00.

For purposes of this Section 4.01, the number of Shares to which an Award relates shall be counted against the number of Shares available under the Plan at the time of grant of the Award, unless such number of Shares cannot be determined at that time, in which case the number of Shares actually distributed pursuant to the Award shall be counted against the number of Shares available under the Plan at the time of distribution; provided, however, that Awards related to or retroactively added to, or granted in tandem with, substituted for or converted into, other Awards shall be counted or not counted against the number of Shares reserved and available under the Plan in accordance with procedures adopted by the Administrator so as to ensure appropriate counting but avoid double counting.

If any Shares to which an Award relates are forfeited or the Award otherwise terminates without payment being made to the Participant in the form of Shares or if payment is made to the Participant in the form of cash, cash equivalents or other property other than Shares, any Shares counted against the number of Shares available under the Plan with respect to such Award shall, to the extent of any such forfeiture or termination or alternative payment, again be available for Awards under the Plan. If the exercise price of an Award is paid by delivering to the Corporation Shares previously owned by the Participant or if Shares are delivered or withheld for purposes of satisfying a tax withholding obligation, the number of Shares covered by the Award equal to the number of Shares so delivered or withheld shall, however, be counted against the number of Shares granted and shall not again be available for Awards under the Plan. Any Shares distributed pursuant to an Award may consist, in whole or part, of authorized and unissued Shares, including Shares repurchased by the Corporation for purposes of the Plan.

SECTION 5. ELIGIBILITY

5.01 Awards may be granted only to individuals who are employees of Ocwen Financial Corporation, Altisource Portfolio Solutions S.A. or another entity with a service relationship with the Corporation.

SECTION 6. SPECIFIC TERMS OF AWARDS

6.01 **General.** Subject to the terms of the Plan and any applicable Award Agreement, Awards may be granted as set forth in this Section 6. In addition, the Administrator may impose on any Award or the exercise thereof, at the date of grant or thereafter (subject to the terms of Section 9.01), such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Administrator shall determine, including separate escrow provisions and terms requiring forfeiture of Awards in the event of termination of employment or service by the Participant. Except as required by applicable law, Awards may be granted for no consideration other than prior and/or future services.

6.02 **Options.** The Administrator is authorized to grant Options to Participants on the following terms and conditions:

(i) *Exercise Price.* The criteria for determining the exercise price per Share of an Option shall be determined and such price shall be established by the Administrator prior to each grant;

(ii) *Option Term.* The term of each Option shall be determined by the Administrator, except that no Option shall be exercisable after the expiration of ten years from the date of grant. The Option shall be evidenced by a form of written Award Agreement, and subject to the terms thereof;

(iii) *Times and Methods of Exercise.* The Administrator shall determine the time or times at which an Option may be exercised in whole or in part, the methods by which the exercise price may be paid or deemed to be paid, and the form of such payment, including, without limitation, cash, Shares, or other property or any combination thereof, having a Fair Market Value on the date of exercise equal to the exercise price, provided, however, that except as otherwise determined by the Administrator, in its discretion, at the time the Option is granted, no shares which have been held for less than six months may be delivered in payment of the exercise price of an Option. Delivery of Shares in payment of the exercise price of an Option, if authorized by the Administrator, may be accomplished through the effective transfer to the Corporation of Shares held by a broker or other agent; and

Unless otherwise determined by the Administrator, the Corporation will also cooperate with any person exercising an Option who participates in a cashless exercise program of a broker or other agent under which all or part of the Shares received upon exercise of the Option are sold through the broker or other agent, for the purpose of paying the exercise price of an Option. Notwithstanding the preceding sentence, unless the Administrator, in its discretion, shall otherwise determine, the exercise of the Option shall not be deemed to occur, and no Shares will be issued by the Corporation upon exercise of an Option, until the Corporation has received payment in full of the exercise price.

(iv) *Termination of Employment.* In the case of Participants, unless otherwise determined by the Administrator and reflected in the Award Agreement or award program:

(A) if a Participant shall die while employed by the applicable Employer Entity or during a period following termination of employment during which an Option otherwise remains exercisable under this Section 6.02(iv), Options granted to the Participant, to the extent exercisable at the time of the Participant's

death, may be exercised within two years after the date of the Participant's death, but not later than the expiration date of the Options, by the executor or administrator of the Participant's estate or by the Person or Persons to whom the Participant shall have transferred such right by will or by the laws of descent and distribution;

(B) if the Participant must terminate employment due to disability, the Options may be exercised within three years after the date of termination, but not later than the expiration date of the Options;

(C) if the Participant has attained the age of 60 and has been an employee of the applicable Employer Entity for not less than three (3) years as of or on the date of termination of employment by reason of retirement, the Options shall vest and shall become immediately exercisable in full on the date of termination and may be exercised within three years after the date of retirement, but not later than the expiration date of the Options;

(D) if the employment of a Participant with the applicable Employer Entity shall be involuntarily terminated under circumstances which would qualify the Participant for benefits under a severance plan of the applicable Employer Entity or shall terminate his or her employment with the written consent of the applicable Employer Entity, the Administrator may elect to vest the Options immediately. Options granted to the Participant, to the extent exercisable at the date of the Participant's termination of employment, may be exercised within six months after the date of termination of employment, but not later than the expiration date of the Options;

(E) if the employment of a Participant with the applicable Employer Entity shall be involuntarily terminated for Cause, any outstanding Options granted to such Participant, whether or not vested, shall terminate on the date of such termination; and

(F) except to the extent an Option remains exercisable under paragraphs (A) through (D) above, any Option granted to a Participant shall terminate six months after the date of termination of employment or engagement of the Participant with the applicable Employer Entity.

6.03 **Restricted Stock.** The Administrator is authorized to grant Restricted Stock to Participants on the following terms and conditions:

(i) *Issuance and Restrictions.* Restricted Stock shall be subject to such restrictions on transferability and other restrictions as the Administrator

may impose (including, without limitation, limitations on the right to vote Restricted Stock or the right to receive dividends thereon), which restrictions may lapse separately or in combination at such times, under such circumstances, in such installments or otherwise, as the Administrator shall determine at the time of grant or thereafter. The restriction period applicable to Restricted Stock shall, in the case of a time-based restriction, be not less than three years, with ratable vesting over such period or, in the case of a performance-based restriction period, be not less than one year;

(ii) *Forfeiture.* Except as otherwise determined by the Administrator at the time of grant or thereafter, upon termination of employment during the applicable restriction period, Restricted Stock that is at that time subject to restrictions shall be forfeited and reacquired by the Corporation; provided, however, that the Administrator may provide, by rule or regulation or in any Award Agreement, that restrictions on Restricted Stock shall be waived in whole or in part in the event of terminations resulting from specified causes, and the Administrator may in other cases waive in whole or in part restrictions on Restricted Stock; and

(iii) *Certificates for Shares.* Restricted Stock granted under the Plan may be evidenced in such manner as the Administrator shall determine, including, without limitation, issuance of certificates representing Shares, which may be held in escrow. Certificates representing Shares of Restricted Stock shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock.

6.04 **Performance Awards.** The Administrator is authorized to grant Performance Awards to Participants on the following terms and conditions:

(i) *Right to Payment.* A Performance Award shall represent a right to receive Shares based on the achievement, or the level of achievement, during a specified Performance Period of one or more Performance Goals established by the Administrator at the time of the Award;

(ii) *Terms of Performance Awards.* At or prior to the time a Performance Award is granted, the Administrator shall cause to be set forth in the Award Agreement or otherwise in writing (1) the Performance Goals applicable to the Award and the Performance Period during which the achievement of the Performance Goals shall be measured, (2) the amount which may be earned by the Participant based on the achievement, or the level of achievement, of the Performance Goals or the formula by which such amount shall be determined and (3) such other terms and conditions applicable to the Award as the Administrator may, in its discretion, determine to include therein. The terms so established by the Administrator shall be objective such that a third party having knowledge

of the relevant facts could determine whether or not any Performance Goal has been achieved, or the extent of such achievement, and the amount, if any, which has been earned by the Participant based on such performance. The Administrator may retain the

discretion to reduce (but not to increase) the amount of a Performance Award which will be earned based on the achievement of Performance Goals. When the Performance Goals are established, the Administrator shall also specify the manner in which the level of achievement of such Performance Goals shall be calculated and the weighting assigned to such Performance Goals. The Administrator may determine that unusual items or certain specified events or occurrences, including changes in accounting standards or tax laws and the effects of non-operational items or extraordinary items as defined by generally accepted accounting principles, shall be excluded from the calculation;

(iii) *Performance Goals.* "Performance Goals" shall mean one or more pre-established, objective measures of performance during a specified "Performance Period", selected by the Administrator in its discretion.

Performance Goals may be based upon one or more of the following objective performance measures and expressed in either, or a combination of, absolute or relative values: earnings per share, earnings per share growth, return on capital employed, costs, net income, net income growth, operating margin, revenues, revenue growth, revenue from operations, expenses, income from operations as a percent of capital employed, income from operations, cash flow, market share, return on equity, return on assets, earnings (including EBITDA and EBIT), operating cash flow, operating cash flow as a percent of capital employed, economic value added, gross margin, total shareholder return, workforce diversity, number of accounts, workers' compensation claims, budgeted amounts, cost per hire, turnover rate, and/or training costs and expenses. Performance Goals based on such performance measures may be based either on the performance of the Corporation, a Subsidiary or Subsidiaries, affiliate, any branch, department, business unit or other portion thereof under such measure for the Performance Period and/or upon a comparison of such performance with the performance of a peer group of corporations, prior Performance Periods or other measure selected or defined by the Administrator at the time of making a Performance Award. The Administrator may in its discretion also determine to use other objective performance measures as Performance Goals;

(iv) *Administrator Certification.* Following completion of the applicable Performance Period, and prior to any payment of a Performance Award to the Participant, the Administrator shall determine in accordance with the terms of the Performance Award and shall certify in writing whether the applicable Performance Goal or Goals were achieved, or the level of such achievement, and the amount, if any, earned by the Participant based upon

such performance. For this purpose, approved minutes of the meeting of the Administrator at which certification is made shall be sufficient to satisfy the requirement of a written certification; and

Performance Awards are not intended to provide for the deferral of compensation, such that payment of Performance Awards shall be paid within two and one-half months following the end of the calendar year in which the Performance Period ends or such other earlier time period if and to the extent as may be required to avoid characterization of such Awards as deferred compensation.

6.05 **Other Stock-Based Awards.** The Administrator is authorized, subject to limitations under applicable law, to grant to Participants, in lieu of salary, cash bonus, fees or other payments, such other Awards that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares, as deemed by the Administrator to be consistent with the purposes of the Plan, including, without limitation, purchase rights, appreciation rights, Shares awarded which are not subject to any restrictions or conditions, convertible securities, exchangeable securities or other rights convertible or exchangeable into Shares, as the Administrator in its discretion may determine. In the discretion of the Administrator, such Other Stock-Based Awards, including Shares, or other types of Awards authorized under the Plan, may be used in connection with, or to satisfy obligations of the Corporation or a Subsidiary under, other compensation or incentive plans, programs or arrangements of the Corporation or any Subsidiary for eligible Participants.

The Administrator shall determine the terms and conditions of Other Stock-Based Awards. Shares or securities delivered pursuant to a purchase right granted under this Section 6.05 shall be purchased for such consideration, paid for by such methods and in such forms, including, without limitation, cash, Shares, or other property or any combination thereof, as the Administrator shall determine, but the value of such consideration shall not be less than the Fair Market Value of such Shares or other securities on the date of grant of such purchase right.

Appreciation rights may not be granted at a price less than the fair market value of the underlying Shares on the date of grant. Delivery of Shares or other securities in payment of a purchase right or appreciation right, if authorized by the Administrator, may be accomplished through the effective transfer to the Corporation of Shares or other securities held by a broker or other agent. Unless otherwise determined by the Administrator, the Corporation will also cooperate with any person exercising a purchase right who participates in a cashless exercise program of a broker or other agent under which all or part of the Shares or securities received upon exercise of a purchase right are sold through the broker or other agent, or under which the broker or other agent makes a loan to such person, for the purpose of paying the exercise price of a purchase right.

Notwithstanding the preceding sentence, unless the Administrator, in its discretion, shall otherwise determine, the exercise of the purchase right shall not be deemed to occur, and

no Shares or other securities will be issued by the Corporation upon exercise of a purchase right, until the Corporation has received payment in full of the exercise price.

SECTION 7. GENERAL TERMS OF AWARDS

7.01 **Stand-Alone, Tandem and Substitute Awards.** Awards granted under the Plan may, in the discretion of the Administrator, be granted either alone or in addition to, or in tandem with, any other Award granted under the Plan or any award granted under any other plan, program or arrangement of the Corporation or any Subsidiary (subject to the terms of Section 9.01) or any business entity acquired or to be acquired by the Corporation or a Subsidiary.

Awards granted in addition to or in tandem with other Awards or awards may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

7.02 **Term of Awards.** The term of each Award shall be for such period as may be determined by the Administrator; provided, however, that in no event shall the term of any Option exceed a period of ten years from the date of its grant.

7.03 **Form of Payment of Awards.** Subject to the terms of the Plan and any applicable Award Agreement, payments or substitutions to be made by the Corporation upon the grant, exercise or other payment or distribution of an Award may be made in such forms as the Administrator shall determine at the time of grant or thereafter (subject to the terms of Section 9.01), including, without limitation, cash, Shares, or other property or any combination thereof, in each case in accordance with rules and procedures established, or as otherwise determined, by the Administrator.

7.04 **Limits on Transfer of Awards; Beneficiaries.** No right or interest of a Participant in any Award shall be pledged, encumbered or hypothecated to or in favor of any Person other than the Corporation, or shall be subject to any lien, obligation or liability of such Participant to any Person other than the Corporation or a Subsidiary except as otherwise established by the Administrator at the time of grant or thereafter. No Award and no rights or interests therein shall be assignable or transferable by a Participant otherwise than by will or the laws of descent and distribution, and any Option or other right to purchase or acquire Shares granted to a Participant under the Plan shall be exercisable during the Participant's lifetime only by such Participant. A beneficiary, guardian, legal representative or other Person claiming any rights under the Plan from or through any Participant shall be subject to all the terms and conditions of the Plan and any Award Agreement applicable to such Participant as well as any additional restrictions or limitations deemed necessary or appropriate by the Administrator.

7.05 **Registration and Listing Compliance.** No Award shall be paid and no Shares or other securities shall be distributed with respect to any Award in a transaction subject to the registration requirements of the Securities Act of 1933, as amended, or any state securities law or subject to a listing requirement under any listing agreement between the Corporation and any national securities exchange, and no Award shall confer upon any

Participant rights to such payment or distribution until such laws and contractual obligations of the Corporation have been complied with in all material respects. Except to the extent required by the terms of an Award Agreement or another contract between the Corporation and the Participant, neither the grant of any Award nor anything else contained herein shall obligate the Corporation to take any action to comply with any requirements of any such securities laws or contractual obligations relating to the registration (or exemption therefrom) or listing of any Shares or other securities, whether or not necessary in order to permit any such payment or distribution.

7.06 **Stock Certificates.** Awards representing Shares under the Plan may be recorded in book entry form until the lapse of restrictions or limitations thereon, or issued in the form of certificates. All certificates for Shares delivered under the terms of the Plan shall be subject to such stop-transfer orders and other restrictions as the Administrator may deem advisable under federal or state securities laws, rules and regulations thereunder, and the rules of any national securities exchange or automated quotation system on which Shares are listed or quoted. The Administrator may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions or any other restrictions or limitations that may be applicable to Shares. In addition, during any period in which Awards or Shares are subject to restrictions or limitations under the terms of the Plan or any Award Agreement, the Administrator may require any Participant to enter into an agreement providing that certificates representing Shares issuable or issued pursuant to an Award shall remain in the physical custody of the Corporation or such other Person as the Administrator may designate.

7.07 **Payment for Awards.** To the extent required by applicable law or as otherwise may be determined by the Administrator, the Administrator may require a Participant to pay the fair market value of an Award in exchange for the receipt of the Award. Fair market value of an Award shall be determined by the Administrator in good faith.

SECTION 8. ADJUSTMENT PROVISIONS

8.01 If a dividend or other distribution shall be declared upon the Common Stock payable in shares of the Common Stock, the number of shares of Common Stock then subject to any outstanding Options, Performance Awards or Other Stock Based Awards, the number of shares of Common Stock which may be issued under the Plan but are not then subject to outstanding Options, Performance Awards or Other Stock Based Awards and the maximum number of shares as to which Options or Performance Awards may be granted and as to which shares may be awarded under Sections 6.02(vi) and 6.04(v), shall be adjusted by adding thereto the number of shares of Common Stock which would have been distributable thereon if such shares had been outstanding on the date fixed for determining the shareholders entitled to receive such stock dividend or distribution. Shares of Common Stock so distributed with respect to any Restricted Stock held in escrow shall also be held by the Corporation in escrow and shall be subject to the same restrictions as are applicable to the Restricted Stock on which they were distributed.

If the outstanding shares of Common Stock shall be changed into or exchangeable for a different number or kind of shares of stock or other securities of the Corporation or

another corporation, or cash or other property, whether through reorganization, reclassification, recapitalization, stock split-up, combination of shares, merger or consolidation, then there shall be substituted for each share of Common Stock subject to any then outstanding Option, Performance Award or Other Stock Based Award, and for each share of Common Stock which may be issued under the Plan but which is not then subject to any outstanding Option, Performance Award or Other Stock Based Award, the number and kind of shares of stock or other securities (and in the case of outstanding Options, Performance Awards or Other Stock Based Awards, the cash or other property) into which each outstanding share of the Common Stock shall be so changed or for which each such share shall be exchangeable. Unless otherwise determined by the Administrator in its discretion, any such stock or securities, as well as any cash or other property, into or for which any Restricted Stock held in escrow shall be changed or exchangeable in any such transaction shall also be held by the Corporation in escrow and shall be subject to the same restrictions as are applicable to the Restricted Stock in respect of which such stock, securities, cash or other property was issued or distributed.

In case of any adjustment or substitution as provided for in this Section 8.01, the aggregate option price for all Shares subject to each then outstanding Option, Performance Award or Other Stock Based Award, prior to such adjustment or substitution shall be the aggregate option price for all shares of stock or other securities (including any fraction), cash or other property to which such Shares shall have been adjusted or which shall have been substituted for such Shares. Any new option price per share or other unit shall be carried to at least three decimal places with the last decimal place rounded upwards to the nearest whole number.

If the outstanding shares of the Common Stock shall be changed in value by reason of any spin-off, split-off or split-up, or dividend in partial liquidation, dividend in property other than cash, or extraordinary distribution to shareholders of the Common Stock, (a) the Administrator shall make any adjustments to any then outstanding Option, Performance Award or Other Stock Based Award, which it determines are equitably required to prevent dilution or enlargement of the rights of optionees and awardees which would otherwise result from any such transaction, and (b) unless otherwise determined by the Administrator in its discretion, any stock, securities, cash or other property distributed with respect to any Restricted Stock held in escrow or for which any Restricted Stock held in escrow shall be exchanged in any such transaction shall also be held by the Corporation in escrow and shall be subject to the same restrictions as are applicable to the Restricted Stock in respect of which such stock, securities, cash or other property was distributed or exchanged.

No adjustment or substitution provided for in this Section 8.01 shall require the Corporation to issue or sell a fraction of a Share or other security. Accordingly, all fractional Shares or other securities which result from any such adjustment or substitution shall be eliminated and not carried forward to any subsequent adjustment or substitution. Owners of Restricted Stock held in escrow shall be treated in the same manner as owners of Common Stock not held in escrow with respect to fractional Shares created by an adjustment or substitution of Shares, except that, unless otherwise determined by the Administrator in its discretion, any cash or other property paid in lieu of a fractional

Share shall be subject to restrictions similar to those applicable to the Restricted Stock exchanged therefor.

In the event of any other change in or conversion of the Common Stock, the Administrator may in its discretion adjust the outstanding Awards and other amounts provided in the Plan in order to prevent the dilution or enlargement of rights of Participants.

SECTION 9. AMENDMENTS TO AND TERMINATION OF THE PLAN

9.01 The Board may amend, alter, suspend, discontinue or terminate the Plan without the consent of shareholders or Participants, except that, without the approval of the shareholders of the Corporation, no amendment, alteration, suspension, discontinuation or termination shall be made if shareholder approval is required by any federal or state law or regulation or by the rules of any stock exchange on which the Shares may then be listed, or if the amendment, alteration or other change materially increases the benefits accruing to Participants, increases the number of Shares available under the Plan or modifies the requirements for participation under the Plan, or if the Board in its discretion determines that obtaining such shareholder approval is for any reason advisable; provided, however, that without the written consent of the Participant, no amendment, alteration, suspension, discontinuation or termination of the Plan may materially and adversely affect the rights of such Participant under any Award theretofore granted to him. The Administrator may, consistent with the terms of the Plan, waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate, any Award theretofore granted, prospectively or retrospectively; provided, however, that without the consent of a Participant, no amendment, alteration, suspension, discontinuation or termination of any Award may materially and adversely affect the rights of such Participant under any Award theretofore granted to him; and provided further that, except as provided in Section 8.01 of the Plan, the exercise price of any outstanding Option may not be reduced, whether through amendment, cancellation or replacement, unless such reduction is approved by the shareholders of the Corporation.

SECTION 10. GENERAL PROVISIONS

10.01 **No Right to Awards; No Shareholder Rights.** No Participant shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Participants, except as provided in any other compensation, fee or other arrangement. No Award shall confer on any Participant any of the rights of a shareholder of the Corporation unless and until Shares are in fact issued to such Participant in connection with such Award.

10.02 **Withholding.** To the extent required by applicable Federal, state, local or foreign law, the Participant or his successor shall make arrangements satisfactory to the Corporation, in its discretion, for the satisfaction of any withholding tax obligations that arise in connection with an Award. The Corporation shall not be required to issue any Shares or make any other payment under the Plan until such obligations are satisfied. The Corporation is authorized to withhold from any Award granted or any payment due under

the Plan, including from a distribution of Shares, amounts of withholding taxes due with respect to an Award, its exercise or any payment thereunder, and to take such other action as the Administrator may deem necessary or advisable to enable the Corporation and Participants to satisfy obligations for the payment of such taxes. This authority shall include authority to withhold or receive Shares, Awards or other property and to make cash payments in respect thereof in satisfaction of such tax obligations.

10.03 **No Right to Employment or Continuation of Service.** Nothing contained in the Plan or any Award Agreement shall confer, and no grant of an Award shall be construed as conferring, upon any Participant any right to come into or to continue in the employ or service of the Employer Entity or the Corporation or to interfere in any way with the right of the Employer Entity, the Corporation or shareholders to terminate his employment or service at any time or increase or decrease his compensation, fees, or other payments from the rate in existence at the time of granting of an Award, except as provided in any Award Agreement or other compensation, fee or other arrangement.

10.04 **Unfunded Status of Awards; Creation of Trusts.** The Plan is intended to constitute an “unfunded” plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give any such

Participant any rights that are greater than those of a general unsecured creditor of the Corporation; provided, however, that the Administrator may authorize the creation of trusts or make other arrangements to meet the Corporation's obligations under the Plan to deliver Shares or other property pursuant to any Award, which trusts or other arrangements shall be consistent with the "unfunded" status of the Plan unless the Administrator otherwise determines.

10.05 **No Limit on Other Compensatory Arrangements.** Nothing contained in the Plan shall prevent the Corporation from adopting other or additional compensation, fee or other arrangements (which may include, without limitation, employment agreements with executives and arrangements which relate to Awards under the Plan), and such arrangements may be either generally applicable or applicable only in specific cases. Notwithstanding anything in the Plan to the contrary, the terms of each Award shall be construed so as to be consistent with such other arrangements in effect at the time of the Award.

10.06 **No Fractional Shares.** No fractional Shares shall be issued or delivered pursuant to the Plan or any Award. The Administrator shall determine whether cash, other Awards or other property shall be issued or paid in lieu of fractional Shares or whether such fractional Shares or any rights thereto shall be forfeited or otherwise eliminated.

10.07 **Governing Law.** The validity, interpretation, construction and effect of the Plan and any rules and regulations relating to the Plan shall be governed by the laws of the United States Virgin Islands (without regard to the conflicts of laws thereof).

10.08 **Severability.** If any provision of the Plan or any Award is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, or would disqualify the Plan or any Award under any law deemed applicable by the Administrator, such provision shall be

construed or deemed amended to conform to applicable laws or if it cannot be construed or deemed amended without, in the determination of the Administrator, materially altering the intent of the Plan or Award, it shall be deleted and the remainder of the Plan or Award shall remain in full force and effect; provided, however, that, unless otherwise determined by the Administrator, the provision shall not be construed or deemed amended or deleted with respect to any Participant whose rights and obligations under the Plan are not subject to the law of such jurisdiction or the law deemed applicable by the Administrator.

SECTION 11. EFFECTIVE DATE AND TERM OF THE PLAN

11.01 The effective date and date of adoption of the Plan shall be December 21, 2012, the date of adoption of the Plan by the Board, provided that such adoption of the Plan is approved by a majority of the votes cast at a duly held meeting of shareholders at which a quorum representing a majority of the outstanding voting stock of the Corporation is, either in person or by proxy, present and voting. Notwithstanding anything else contained in the Plan or in any Award Agreement, no Option or other purchase right granted under the Plan may be exercised, and no Shares may be distributed pursuant to any Award granted under the Plan, prior to such shareholder approval. In the event such shareholder approval is not obtained, all Awards granted under the Plan shall automatically be deemed void and of no effect.