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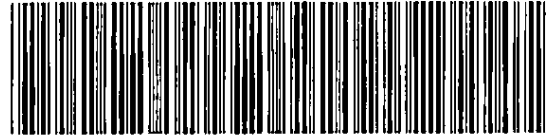
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CT CORP
3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 12/20/2018
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Name:	OCWEN ASSET INVESTMENT CORP
Document #:	
Order #:	11342607

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Thank you!

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

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TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Oewen Asset Investment Corp.	Florida	Corporation
OMAT REO I Holdings, LLC	Delaware	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Oewen Asset Investment Corp.	Florida	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

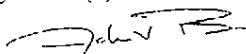
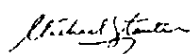
SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Ocwen Asset Investment Corp.		John V. Britti
OMAT REO I Holdings, LLC		Michael J. Stanton

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Ocwen Asset Investment Corp.	Florida	Corporation
OMATIREO Holdings, LLC	Delaware	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Ocwen Asset Investment Corp.	Florida	Corporation

THIRD: The terms and conditions of the merger are as follows:

See attached

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 20, 2018 and effective as of the Effective Time (as defined below), pursuant to Section 607.1109 of the Florida Business Corporation Act (the "Florida Act") and Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware Act") is made and entered into by and between Ocwen Asset Investment Corp., a Florida corporation ("OAIC") and OMATIREO Holdings, LLC, a Delaware limited liability company ("MergerCo", and together with OAIC, the "Parties").

RECITALS

WHEREAS, the board of directors of OAIC has adopted resolutions declaring it is advisable and approving this Agreement and the Merger upon the terms and conditions hereinafter set forth; and

WHEREAS, the sole manager of MergerCo has adopted by written consent resolutions recommending and approving this Agreement and the Merger (as defined below in Section 3 hereof) upon the terms and conditions hereinafter set forth; and

WHEREAS, the holder of all the limited liability company interests in MergerCo has voted to approve this Agreement and the Merger upon the terms and conditions hereinafter set forth; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions upon which the Merger shall take place.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of prescribing the terms and conditions of the Merger and the mode of carrying the same into effect, the Parties hereby covenant and agree as follows:

AGREEMENTS

1. Effective Time. The Merger shall become effective upon the filing of the Certificate of Mergers, in substantially the form of the Certificate of Mergers attached hereto as Annex A, with the Secretary of State of the State of Florida, and Annex B, with the Secretary of State of the State of Delaware, or at such later date specified in such Certificate of Mergers (such time being referred to herein as the "Effective Time").

2. Name: Type of Entity: Jurisdiction. The name, type of entity and jurisdiction of formation of the parties to the Merger are as follows:

<u>Name of Entity</u>	<u>Type of Entity</u>	<u>Jurisdiction of Formation</u>
Ocwen Asset Investment Corp.	Corporation	Florida
OMAT I REO Holdings, LLC	Limited Liability Company	Delaware

3. Merger. In accordance with Section 607.1109 of the Florida Act and Section 18-209 of the Delaware Act, and subject to and upon the terms and conditions of this Agreement, MergerCo shall, at the Effective Time and in accordance with Section 4 hereof, be merged with and into OAIC, the separate organizational existence of MergerCo shall cease and OAIC shall continue as the surviving entity (the "Merger"). OAIC, as the entity surviving the Merger (the "Surviving Entity"), shall continue its existence as a corporation under the laws of the State of Florida.

4. Conversion of Ownership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of the membership interests of MergerCo ("Membership Interests"), all issued and outstanding Membership Interests shall collectively be converted into the right of the holder thereof to receive One Dollar (\$1).

5. Effect of the Merger. At and after the Effective Time, the Merger will have the effects set forth in Section 607.1109 of the Florida Act and Section 18-209 of the Delaware Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all property, rights, privileges, powers and franchises of MergerCo shall be vested in OAIC, and all debts, liabilities and duties of MergerCo shall become the debts, liabilities and duties of OAIC.

6. Amendment. At any time prior to the Effective Time, this Agreement may, to the extent permitted by the Florida Act and the Delaware Act, be supplemented, amended or modified by the mutual written consent of the Parties.

7. Constituent Documents of the Surviving Entity. At the Effective Time, upon the Merger becoming effective, OAIC's existing certificate of incorporation, including any amendments thereto, shall be and will constitute the certificate of incorporation of the Surviving Entity until amended in the manner provided by law, and the existing bylaws of OAIC shall be and will constitute the bylaws of the Surviving Entity until amended in the manner provided by law.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

9. Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Florida.

10. Entire Agreement; No Third Party Beneficiaries. This Agreement (including the Annexes hereto and the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

11. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

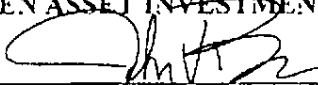
12. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

SURVIVING ENTITY:

OCWEN ASSET INVESTMENT CORP.

By: _____

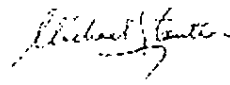
Name: John V. Britti

Title: President and Chief Executive Officer

MERGING ENTITY:

OMAT REO I HOLDINGS, LLC

By: OCWEN FINANCIAL CORPORATION,
its Manager

By: _____

Name: Michael J. Stanton

Title: Senior Vice President, Deputy
General Counsel and Secretary

ANNEX A

**FORM OF ARTICLES OF MERGER FOR OCWEN ASSET INVESTMENT CORP.
INTO OMAT I REO HOLDINGS, LLC**

SEE ATTACHED

ANNEX B

**FORM OF CERTIFICATE OF MERGER OF OMAT I REO HOLDINGS, LLC INTO
OCWEN ASSET INVESTMENT CORP.**

SEE ATTACHED

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF A
DOMESTIC LIMITED LIABILITY COMPANY INTO
A FOREIGN CORPORATION**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Corporation is Ocwen Asset Investment Corp.
_____, a Foreign Corporation.

Second: The jurisdiction in which this Corporation was formed is Florida.

Third: The name of the Limited Liability Company being merged into the Corporation is
OMATIREO Holdings, LLC, a Delaware Limited
Liability Company.

Fourth: The agreement of merger or consolidation has been approved and executed by
each of the business entities which is to merge or consolidate.

Fifth: The name of the surviving foreign Corporation is Ocwen Asset Investment Corp.
_____.

Sixth: An agreement of merger or consolidation is on file at a place of business of the
surviving foreign Corporation and the address thereof is c/o Legal Department
1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409.

Seventh: A copy of the agreement of merger or consolidation will be furnished by the
surviving foreign corporation, on request and without cost, to any member of any
domestic limited liability company or any person holding an interest in any other
business entity which is to merge or consolidate.

Eighth: The surviving foreign Corporation agrees that it may be served with process in
the State of Delaware in any action, suit or proceeding for the enforcement of any
obligation of any domestic limited liability company which is to merge or consolidate,
irrevocably appointing the Secretary of State as its agent to accept service of process in
any such action, suit or proceeding and the address to which a copy of such process shall
be mailed to by the Secretary of State is

c/o Legal Department

1661 Worthington Road, Suite 100

West Palm Beach, FL 33409

IN WITNESS WHEREOF, said Foreign Corporation has caused this certificate to be signed by its authorized officer, this 20th day of December, A.D., 2018.

By: _____
Authorized Officer

Name: John V. Britti, President
Print or type