UNITED STATES SECURITIES & EXCHANGE COMMISSION Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934 (Amendment No. 4)*

Front Yard Residential Corporation

(Name of Issuer)

Common Stock

(Title of Class of Securities)

02153W100

(CUSIP Number)

Kevin J. Wilcox,
Chief Administration and Risk Officer,
Altisource Portfolio Solutions S.A.,
40, avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg
+352-2469-7900

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 17, 2020

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. □

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the Notes).

CUSIP No. 02153W100

1.	NAME OF REPORTING PERSON						
	Altisource Portfolio Solutions S.A.						
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)						
	(a) ☑						
	(b) □						
3.	SEC USE ONLY						
4.	EE INSTRUCTIONS)						
	lwc						
5.	OR 2(e)						
6.		SHIP OR PLACE OF ORGANIZATION					
	Grand Duchy of Luxembourg						
			SOLE VOTING POWER				
			3,453,657				
NUMBE	R OF SHARES	8.	SHARED VOTING POWER				
BENEFIC	TALLY OWNED		0				
	H REPORTING SON WITH	9.	SOLE DISPOSITIVE POWER				
LILIX	SOIV WIIII		3,453,657				
		10.	SHARED DISPOSITIVE POWER				
			0				
11.		MOUN	Γ BENEFICIALLY OWNED BY EACH REPORTING PERSON				
	3,453,657						
12.	12. CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARE (SEE INSTRUCTIONS)						
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)						
	6.41 %						
14.	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)						
	СО						

CUSIP No. 02153W100

1.	NAME OF REPORTING PERSON						
	William B. Shepro						
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)						
	(a) ☑						
	(b) □						
3.	SEC USE ONLY						
4.	4. SOURCE OF FUNDS (SEE INSTRUCTIONS)						
"	EL MOTROCTIONO)						
5.	OO/PF CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)						
	CITIZENSIUDO	D DI AC	CE OF ORGANIZATION				
6.	United States	K PLAC	LE OF ORGANIZATION				
	United States	7.	SOLE VOTING POWER				
		/.	0				
			SHARED VOTING POWER				
	ER OF SHARES	8.	194,860				
	CIALLY OWNED TH REPORTING	9.	SOLE DISPOSITIVE POWER				
	SON WITH	9.	0				
		10.	SHARED DISPOSITIVE POWER				
			194,860				
11.	LAGGREGATE A	Γ BENEFICIALLY OWNED BY EACH REPORTING PERSON					
11.	194,860	MOON	DEIVELIGINEEL OWNED DI ENGLINGIEN GIENOGI				
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)						
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)						
	0.4 %						
14.	TYPE OF REPO	RTING	PERSON (SEE INSTRUCTIONS)				
	IN						

Explanatory Note

This Amendment No. 4 (this "Amendment No. 4") amends and supplements the Statement on Schedule 13D first filed with the Securities and Exchange Commission ("SEC") on April 11, 2016 (as amended, the "Schedule 13D"), by Altisource Portfolio Solutions S.A., a public limited liability company (société anonyme) organized under the laws of the Grand Duchy of Luxembourg (which includes its relevant subsidiaries for purposes of the Schedule 13D) ("ASPS"), and William B. Shepro, an individual resident of the Grand Duchy of Luxembourg (each, a "Reporting Person," and together, the "Reporting Persons") as amended by Amendment No. 1 filed on May 11, 2016, Amendment No. 2 filed on August 24, 2018 and Amendment No. 3 filed on June 20, 2019. The securities to which the Schedule 13D relates are the shares of common stock, par value \$0.01 per share (the "Shares"), of Front Yard Residential Corporation, a Maryland corporation (the "Issuer"). Except as otherwise provided herein, each Item of the Schedule 13D remains unchanged. Each capitalized term used herein but not defined in this Amendment No. 4 shall have the meaning ascribed to such term in the Schedule 13D.

ITEM 4. Purpose of the Transaction.

Item 4 of the Schedule 13D is hereby amended and supplemented to include the following:

On February 17, 2020, the Issuer entered into an Agreement and Plan of Merger (the "Merger Agreement") with BAF Holdings, LLC, a Delaware limited liability company ("Parent"), and BAF Sub, LLC, a Maryland limited liability company ("Merger Sub"), each affiliates of Amherst Single Family Residential Partners VI, LP ("Amherst Residential Fund VI"), providing for the acquisition of the Issuer by Parent (the "Merger").

Concurrently with the execution of the Merger Agreement, Altisource S.à r.l., a wholly-owned subsidiary of ASPS, entered into a Voting and Support Agreement (the "Voting Agreement") with Parent pursuant to which Altisource S.à r.l. agreed, among other things and subject to the terms and conditions of the Voting Agreement, to vote its shares in favor of the Merger.

Concurrently with the execution of the Voting Agreement, Altisource S.à r.l. entered into a Side Letter (the "Letter") with Issuer pursuant to which Issuer agreed, among other things and subject to the terms and conditions of the Letter, to reimburse Altisource S.à r.l. for: (a) certain out-of-pocket legal fees and legal expenses should Altisource S.à r.l. or its affiliates or its or their officers, directors, employees or other Representatives (collectively, the "Indemnified Parties") incur such costs or expenses in connection with any stockholder's claims or proceedings against Issuer or derivatively on behalf of Issuer, in which the Indemnified Parties or their representatives are named parties, with respect to any of the Merger Agreement, the Voting Agreement, the Merger or other transactions contemplated thereby (a "Specified Proceeding"); and (b) any amounts for which the Indemnified Parties are found liable or are required to pay pursuant to any settlement or other voluntary disposition with respect to any Specified Proceeding.

The foregoing descriptions of the Voting Agreement and the Letter do not purport to be complete and are qualified in their entirety by reference to the full text of the Voting Agreement and the Letter, copies of which are attached as Exhibit 3 and Exhibit 4 hereto and are incorporated herein by reference.

ITEM 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and supplemented to include the following:

Reference is made to the Voting Agreement and Letter defined and described in Item 4.

ITEM 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented to include the following exhibits:

Exhibit 3 Voting and Support Agreement, dated February 17, 2020 among Altisource S.à r.l. and BAF Holdings, LLC.

Exhibit 4 Side Letter, dated February 17, 2020 among Altisource S.à r.l. and Front Yard Residential Corporation

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

February 19, 2020 Altisource Portfolio Solutions S.A.

By: /s/ Kevin J. Wilcox

Name: Kevin J. Wilcox

Title: Chief Administration and Risk Officer

February 19, 2020

/s/ William B. Shepro

William B. Shepro

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT ("**Agreement**") is entered into as of February 17, 2020, by and between **BAF HOLDINGS, LLC** a Delaware limited liability company ("**Parent**"), and the holder of Common Stock (as defined below) identified on the signature page hereto ("**Stockholder**").

RECITALS

- **A.** Stockholder is a holder of record and/or the "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) of certain shares of common stock, par value \$0.01 per share (the "**Common Stock**"), of Front Yard Residential Corporation, a Maryland corporation (the "**Company**").
- **B.** Parent, BAF Sub, LLC, a wholly owned subsidiary of Parent ("**Merger Sub**") and the Company are entering into an Agreement and Plan of Merger of even date herewith (such agreement, as it may be amended, the "**Merger Agreement**"), which provides (subject to the conditions set forth therein) for, among other things, the merger (the "**Merger**") of the Company with and into Merger Sub, with Merger Sub as the surviving company in the Merger.
- **C.** Stockholder is entering into this Agreement in order to induce Parent to enter into the Merger Agreement and cause the Merger to be consummated.

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

SECTION 1. CERTAIN DEFINITIONS

For purposes of this Agreement:

- (a) Capitalized terms used but not otherwise defined in this Agreement have the meanings assigned to such terms in the Merger Agreement.
- **(b)** "Covered Securities" shall mean the number of shares of Common Stock set forth on Schedule 1 hereto.
- (c) "Expiration Date" shall mean the earlier of: (i) the date that is 180 days after the date hereof; (ii) the date on which the Merger Agreement is validly terminated in accordance with its terms; (iii) the date upon which the Merger becomes effective; (iv) any date on which the Merger Agreement is amended to reduce the purchase price or in any other manner that is materially adverse to the interests of Stockholder or (v) the date that Parent delivers written notice of termination to Stockholder.
- (d) A Stockholder shall be deemed to "Own" or to have acquired "Ownership" of a security if Stockholder: (i) is the record owner of such security; or (ii) is the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of such security.
- (e) "Subject Securities" shall mean: (i) all securities of the Company (including all shares of Common Stock, options, warrants, restricted stock units and other rights to acquire shares of Common Stock) Owned by Stockholder as of the date of this Agreement; and (ii) all additional securities of the Company (including all additional shares of Common Stock, options, warrants, restricted stock

units and other rights to acquire shares of Common Stock) of which Stockholder acquires Ownership during the Voting Period.

- (f) A Person shall be deemed to have effected a "**Transfer**" of a security if such Person directly or indirectly: (i) sells, assigns, pledges, encumbers, grants an option with respect to, transfers or disposes of such security, or any interest in such security, to any Person other than Parent or Merger Sub; (ii) enters into an agreement or commitment (whether or not in writing) contemplating the possible sale of, assignment of, pledge of, encumbrance of, grant of an option with respect to, transfer of or disposition of such security or any interest therein to any Person other than Parent or Merger Sub; or (iii) reduces such Person's beneficial ownership of, interest in or risk relating to such security.
- **(g)** "**Voting Period**" shall mean the period commencing on (and including) the date of this Agreement and ending on (and including) the Expiration Date.

SECTION 2. TRANSFER OF COVERED SECURITIES AND VOTING RIGHTS

- **2.1 Restriction on Transfer of Covered Securities.** Subject to <u>Section 2.3</u>, during the Voting Period, Stockholder shall not, directly or indirectly, cause or permit any Transfer of any of the Covered Securities to be effected. Without limiting the generality of the foregoing, during the Voting Period, Stockholder shall not tender, agree to tender or permit to be tendered any of the Covered Securities in response to or otherwise in connection with any tender or exchange offer.
- **2.2 Restriction on Transfer of Voting Rights.** During the Voting Period, Stockholder shall not: (a) deposit any of the Covered Securities into a voting trust; (b) grant any proxy with respect to any of the Covered Securities; or (c) other than this Agreement, enter into any tender, voting or other similar agreement or arrangement, with respect to any of the Covered Securities.
- **2.3 Permitted Transfers.** Section 2.1 shall not prohibit a Transfer of Covered Securities by Stockholder: (a) if Stockholder is an individual (i) to any member of Stockholder's immediate family, or to a trust for the benefit of Stockholder or any member of Stockholder's immediate family, or (ii) upon the death of Stockholder, to any member of Stockholder's immediate family, or to a trust for the benefit of any member of Stockholder's immediate family; or (b) if Stockholder is not an individual, to one or more partners or members of Stockholder or to an affiliated entity under common control with Stockholder; provided, however, that a Transfer referred to in this sentence shall be permitted only if, (x) as a precondition to such Transfer, the transferee agrees in a written document, reasonably satisfactory in form and substance to Parent, to be bound by all of the terms of this Agreement, and (y) such Transfer is effected no later than three Business Days prior to the scheduled date of the Company Stockholders Meeting (or any adjournment or postponement thereof) and does not delay, hinder or impede (A) the timely voting of the Covered Securities in accordance with Section 3.1 or (B) the consummation of the Merger.
- **2.4 Other Restrictions.** During the Voting Period, Stockholder shall not take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect in any material respect or in any way restrict, limit or interfere with the performance of any of Stockholder's obligations under this Agreement or knowingly restrict, limit or interfere with the transactions contemplated hereby or by the Merger Agreement, or seek to do or solicit any of the actions prohibited in this Section 2.
- **2.5 Subordination to Stockholder's Lender.** Notwithstanding anything to the contrary herein, the restrictions and obligations on Stockholder in this Agreement are in all respects subject to the rights of Stockholder's lenders pursuant to its senior secured term loan, except that Stockholder represents

and warrants that as of the date hereof no such rights of Stockholder's lenders impact Stockholder's right or ability to vote the Covered Securities.

SECTION 3. VOTING OF SHARES

- **3.1 Voting Covenant.** Stockholder hereby agrees that, during the Voting Period, at any meeting of the stockholders of the Company (and at every adjournment or postponement thereof), however called, and in any written action by consent of the stockholders of the Company, Stockholder shall cause the Covered Securities to be voted (including via proxy):
- (a) in favor of (i) the Merger, (ii) each of the other actions contemplated by the Merger Agreement and (iii) any action in furtherance of any of the foregoing;
- **(b)** against any action or agreement that the Stockholder knows would result in a breach of any representation, warranty, covenant or obligation of the Company in the Merger Agreement; and
- (c) against the following actions (other than the Merger): (i) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company or any of its Subsidiaries; (ii) any sale, lease, sublease, license, sublicense or transfer of a material portion of the properties, rights or other assets of the Company or any of its Subsidiaries; (iii) any reorganization, recapitalization, dissolution or liquidation of the Company or any of its Subsidiaries; (iv) any change in the board of directors of the Company; (v) any amendment to the Company's certificate of incorporation or bylaws or other charter or organizational documents; (vi) any material change in the capitalization of the Company or the Company's corporate structure; and (vii) any other action which is intended, or would reasonably be expected, to impede, interfere with, delay, postpone, discourage or adversely affect the Merger.

3.2 Other Voting Agreements.

- (a) During the Voting Period, Stockholder shall not (i) enter into any agreement or understanding with any Person to vote or give instructions in any manner inconsistent with clause "(a)," clause "(b)" or clause "(c)" of Section 3.1, or (ii) grant a proxy or power of attorney with respect to any of the Covered Securities that is inconsistent with this Agreement, or otherwise take any other action with respect to any of the Covered Securities that would prevent the performance of any of Stockholder's obligations hereunder or any of the actions contemplated hereby.
- **(b)** During the Voting Period, at every meeting of the stockholders of the Company (and at every adjournment or postponement thereof), however called, Stockholder shall be represented in person or by proxy at such meeting in order for the Covered Securities to be counted as present for purposes of establishing a quorum.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER

Stockholder hereby represents and warrants to Parent as follows:

4.1 Authorization, etc. Stockholder has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and to perform Stockholder's obligations hereunder. This Agreement has been duly executed and delivered by Stockholder and constitutes legal, valid and binding obligations of Stockholder, enforceable against Stockholder in accordance with its terms, subject to: (a) Laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (b)

rules of Law governing specific performance, injunctive relief and other equitable remedies. If Stockholder is a corporation, then Stockholder is a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it was organized. If Stockholder is a general or limited partnership, then Stockholder is a partnership duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it was organized. If Stockholder is a limited liability company, then Stockholder is a limited liability company duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it was organized. Stockholder has reviewed and understands the terms of this Agreement, and Stockholder has consulted and relied upon Stockholder's counsel in connection with this Agreement.

4.2 No Conflicts or Consents.

- (a) The execution and delivery of this Agreement by Stockholder does not, and the performance of this Agreement by Stockholder will not, subject in all respects to the rights of Stockholder's lenders pursuant to its senior secured term loan: (i) conflict with or violate any Law or Order applicable to Stockholder or by which Stockholder or any of Stockholder's properties is or may be bound or affected; or (ii) result in or constitute (with or without notice or lapse of time) any breach of or default under, or give to any other Person (with or without notice or lapse of time) any right of termination, amendment, acceleration or cancellation of, or result (with or without notice or lapse of time) in the creation of any Lien on any of the Subject Securities pursuant to, any Contract to which Stockholder is a party or by which Stockholder or any of Stockholder's Affiliates or properties is or may be bound or affected.
- **(b)** The execution and delivery of this Agreement by Stockholder does not, and the performance of this Agreement by Stockholder will not, require any consent of any Person, subject in all respects to the rights of Stockholder's lenders pursuant to its senior secured term loan.
- 4.3 Title to Securities. As of the date of this Agreement: (a) Stockholder holds of record (free and clear of any Liens, other than Liens granted to Stockholder's lenders pursuant to its senior secured term loan) the number of outstanding shares of Common Stock set forth under the heading "Shares of Common Stock Held of Record" on the signature page hereof; (b) Stockholder Owns the additional securities of the Company set forth under the heading "Additional Securities Beneficially Owned" on the signature page hereof; and (c) Stockholder does not directly or indirectly Own any shares of capital stock or other securities of the Company (including all shares of Common Stock, options, warrants, restricted stock units and other rights to acquire shares of capital stock or other securities of the Company, other than the shares, options, warrants, restricted stock units and other rights set forth on the signature page hereof.
- **4.4** Accuracy of Representations. The representations and warranties contained in this Agreement are accurate and complete in all respects as of the date of this Agreement, and will be accurate in all respects at all times through and including the Expiration Date as if made as of any such time or date.

SECTION 5. MISCELLANEOUS

5.1 Stockholder Information. Stockholder hereby agrees to permit Parent and Merger Sub to publish and disclose in any press release, the Proxy Statement and any other filing or disclosure required under the Exchange Act or otherwise required in connection with the Merger Agreement and the transactions contemplated thereby, including the Merger, identity and ownership of shares of Common Stock and other Subject Securities and the nature of Stockholder's commitments, arrangements and

understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement).

- **5.2 No Solicit.** During the Voting Period, Stockholder shall not directly or indirectly, and shall ensure that each of Stockholder's Representatives does not directly or indirectly: (a) solicit, initiate, knowingly encourage or knowingly facilitate any inquiries or the making of any proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal; (b) enter into, engage in, continue or participate in any discussions or negotiations with any Person (A) regarding any Acquisition Proposal or (B) that would reasonably be expected to lead to any Acquisition Proposal; (c) provide any information or data concerning the Company or any of its Subsidiaries to any Person in connection with, or that would reasonably be expected to lead to, any Acquisition Proposal; (d) support or endorse any Acquisition Proposal; (e) take any action that is reasonably determined by Parent to suggest that Stockholder no longer supports the Merger; or (f) agree or publicly propose to take any of the actions referred to in this Section 5.2 or otherwise prohibited by this Agreement.
- **5.3 No Legal Action.** Stockholder shall not, and shall direct its Representatives not to, bring, commence, institute, maintain, voluntarily aid or prosecute any claim, appeal or proceeding which (a) challenges the validity of or seeks to enjoin the operation of any provision of this Agreement, or (b) alleges that the execution and delivery of this Agreement by Stockholder breaches any duty that such Stockholder has (or may be alleged to have) to the Company or to the other holders of Common Stock.
- **5.4 Certain Adjustments.** In the event of a stock split, stock dividend or distribution, or any change in the Common Stock by reason of any split-up, reverse stock split, recapitalization, combination, reclassification, exchange of shares or the like, the terms "Common Stock" and "Covered Securities" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.
- **5.5 Reliance.** Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement and compliance with the terms hereof.
- **5.6** Survival of Representations, Warranties and Agreements. All representations, warranties, covenants and agreements made by Stockholder in this Agreement, and Parent's rights and remedies with respect thereto, shall survive the Expiration Date.
- 5.7 Further Assurances; Notice of Certain Events. From time to time, only during the Voting Period, and without additional consideration, Stockholder shall execute and deliver, or cause to be executed and delivered, such additional transfers, assignments, endorsements, proxies, consents and other instruments, and shall take such further actions, as Parent may reasonably request for the purpose of carrying out and furthering the intent of this Agreement. Stockholder shall notify Parent in writing promptly of (a) any fact, event or circumstance that would constitute a breach of the representation and warranties of Stockholder under this Agreement, or (b) the receipt by Stockholder of any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with this Agreement.
- **5.8 Expenses**. All costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.
- **5.9 Notices.** Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed given, (a) when delivered, if delivered personally to

the intended recipient, (b) upon transmission, if sent by email (provided no "bounceback" or notice of non-delivery is received) and (c) one Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a party at the following address for such party:

if to Stockholder:

at the address set forth on the signature page hereof; and

if to Parent:

BAF Holdings, LLC c/o Amherst Residential, LLC 5001 Plaza on the Lake, Suite 200 Austin, TX 78746 Attention: Joseph Gatti

Email: jgatti@amherst.com

with a copy (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP 200 Park Avenue New York, NY 10166 Attention: Eduardo Gallardo Email: egallardo@gibsondunn.com

- any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. 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 such determination shall have the power to limit the term or provision, to delete specific words or phrases, or 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. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.
- **5.11 Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings between the parties with respect thereto.
- **5.12 Amendments**. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Parent and Stockholder.
- **5.13 Assignment; Binding Effect; No Third Party Rights**. Except as provided herein, including pursuant to Section 2.3, neither this Agreement nor any of the interests or obligations hereunder may be assigned or delegated by Stockholder, and any attempted or purported assignment or delegation of

any of such interests or obligations shall be void. Subject to the preceding sentence, this Agreement shall be binding upon Stockholder and Stockholder's heirs, estate, executors and personal representatives and Stockholder's successors and assigns, and shall inure to the benefit of Parent and its successors and assigns. Without limiting any of the restrictions set forth in Section 2, Section 3 or elsewhere in this Agreement, this Agreement shall be binding upon any Person to whom any Covered Securities are Transferred. Nothing in this Agreement is intended to confer on any Person (other than Parent, Merger Sub and their successors and assigns) any rights or remedies of any nature.

5.14 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with the specific terms or were otherwise breached. Stockholder agrees that, in the event of any breach or threatened breach by Stockholder of any covenant or obligation contained in this Agreement, Parent shall be entitled, without any proof of actual damage (and in addition to any other remedy that may be available to it, including monetary damages) to obtain: (a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation; and (b) an injunction restraining such breach or threatened breach. Stockholder further agrees that neither Parent nor any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 5.14, and Stockholder irrevocably waives any right Stockholder may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

5.15 Governing Law; Jurisdiction; Waiver of Jury Trial.

- (a) This Agreement, the rights and obligations of the parties hereto under this Agreement, and any disputes arising under or relating to this Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the Law of the State of Delaware without regard to the conflict of law principles thereof.
- **(b)** Each of the parties (i) agrees to any disputes arising under or relating to this Agreement being brought before the Chancery Courts of the State of Delaware (the "Chancery Court") or, if the Chancery Court declines jurisdiction, any other Delaware state court, and the federal courts of the United States of America, in each case, located in New Castle County in the State of Delaware (collectively, "Chosen Courts"), (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any Proceeding by or before any Governmental Entity relating to this Agreement or any of the transactions contemplated hereby in any court other than the Chosen Courts, (iv) waives any objection that it may now or hereafter have to the venue of any such Proceeding in the Chosen Courts or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same and (v) consents to service being made through the notice procedures set forth in Section 5.9. Each of the parties hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 5.9 shall be effective service of process for any Proceeding in connection with this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing in this Section 5.15(b), a party may commence any legal action or proceeding in a court other than the abovenamed courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.
- (c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY

ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS <u>SECTION 5.15</u>.

- **5.16 Counterparts; Effectiveness.** This Agreement may be executed in any number of counterparts (including by attachment to electronic mail in portable document format (PDF)), each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.
- **5.17 Captions.** The captions contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.
- **5.18 Attorneys' Fees.** If any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- **5.19 Waiver.** No failure on the part of Parent to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of Parent in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Parent shall not be deemed to have waived any claim available to Parent arising out of this Agreement, or any power, right, privilege or remedy of Parent under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of Parent; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 5.20 Independence of Obligations. The covenants and obligations of Stockholder set forth in this Agreement shall be construed as independent of any other Contract between Stockholder, on the one hand, and the Company or Parent, on the other. The existence of any claim or cause of action by Stockholder against the Company or Parent shall not constitute a defense to the enforcement of any of such covenants or obligations against Stockholder. Nothing in this Agreement shall limit any of the rights or remedies of Parent under the Merger Agreement, or any of the rights or remedies of Parent or any of the obligations of Stockholder under any agreement between Stockholder and Parent or any certificate or instrument executed by Stockholder in favor of Parent, and nothing in the Merger Agreement or in any other such agreement, certificate or instrument, shall limit any of the rights or remedies of Parent or any of the obligations of Stockholder under this Agreement.

5.21 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and

neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

- **(b)** The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.
- (c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."
- **(d)** Except as otherwise indicated, all references in this Agreement to "Sections" and "Exhibits" are intended to refer to Sections of this Agreement and Exhibits to this Agreement, and the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement. The word "or" when used in this Agreement is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if".

[Remainder of page intentionally left blank.]

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

By:			
Name			
Title			

BAF HOLDINGS, LLC

STOCKHOLDER:

ALTISOURCE S.À R.L.

By: /s/ Kevin J. Wilcox

Name: Kevin J. Wilcox

Title: Manager

Address: Altisource S.à r.l.

40, avenue Monterey L-2163 Luxembourg

Grand Duchy of Luxembourg Attention: Corporate Secretary

With a copy (which alone shall not

constitute notice) to:

contractmanagement@altisource.com

Name of Stockholder Shares of Common Stock Held of Record Additional Securities Beneficially Owned

Altisource S.à r.l.

0

3,453,657

SCHEDULE 1

COVERED SECURITIES

3,453,657 shares of Common Stock

FRONT YARD RESIDENTIAL CORPORATION

5100 Tamarind Reef Christiansted, United States Virgin Islands 00820

February 17, 2020

Altisource S.à r.l. 40, avenue Monterey L-2163 Luxembourg Grand Duchy of Luxembourg Attention: Corporate Secretary

Dear Sirs and Madams:

Reference is made to the (i) Agreement and Plan of Merger (the "Merger Agreement"), dated as of February 17, 2020, among Front Yard Residential Corporation (the "Company"), BAF Holdings, LLC ("Parent") and BAF Sub, LLC ("Merger Sub") and (ii) Voting and Support Agreement (the "Voting Agreement"), dated as of February 17, 2020, by and between Parent and Altisource S.à r.l. ("Stockholder"). Capitalized terms used, but not defined herein, shall have the meaning ascribed to such terms in the Merger Agreement.

Subject to Company complying with its obligations herein, Stockholder hereby agrees that it shall, and shall cause its Affiliates and shall use commercially reasonable best efforts to cause its Representatives to, reasonably cooperate with the Company in connection with any Company stockholder's claim or Proceeding (including any class action or derivative litigation) against the Company or derivatively on behalf of the Company, in which Stockholder or any of its affiliates or its or their officers, directors, employees or other Representatives (collectively, "Stockholder Indemnified Parties") is named as a party, with respect to any of the Merger Agreement, the Voting Agreement, the Merger or other transactions contemplated thereby (a "Specified Proceeding") against the Company or its officers or directors. Stockholder agrees that such cooperation may include, but is not limited to, as may be reasonably requested by the Company, conferring with and assisting the Company in preparatory work in litigation matters, providing factual information to the Company that the Stockholder has in its possession, and giving depositions and testimony in any Specified Proceeding. The Company agrees to reimburse the Stockholder on a periodic basis (no less frequently than monthly) an amount equal to the reasonable and documented out-of-pocket legal fees and Legal Expenses (as defined below) incurred by the Stockholder Indemnified Parties in connection with any such cooperation with respect to a Specified Proceeding. Stockholder further agrees that it shall not amend or modify the Voting Agreement or waive any provisions therein in a manner that materially and adversely affects Company's obligations herein, in each case without the prior written consent of the Company, with such consent not to be unreasonably withheld, conditioned or delayed. "Legal Expenses" means all costs and expenses reasonably relating to, arising out of or in connection with any Specified Proceeding, including but not limited to, expert fees and expenses, expenses of counsel, court costs, court reporter costs, transcript costs, discovery costs, any and all vendor and other similar costs as well as all amounts for which any Stockholder Indemnified Party is found liable or is required to pay pursuant to any settlement or other voluntary disposition with respect to any Specified Proceeding. Notwithstanding anything to the contrary herein, without the Company's prior written consent, Stockholder shall not disclose to any Person (a) the fact that this letter exists or (b) any of the terms, conditions, agreements or other facts contained in this letter, unless required by law.

In consideration of the foregoing and Stockholder's execution of the Voting Agreement, the Company agrees that if the any of the Stockholder Indemnified Parties is or becomes a party to or witness or other participant in, or otherwise is or becomes involved in any manner in, any pending Specified Proceeding, the Company shall reimburse the Stockholder on a periodic basis (no less frequently than monthly) an amount equal to the reasonable and documented out-of-pocket

legal fees and Legal Expenses incurred by each of the Stockholder Indemnified Parties in connection with investigating, preparing for and/or defending any such Specified Proceeding. Notwithstanding anything to the contrary contained herein, in the event the Stockholder is found in a final non-appealable judgment to have engaged in bad faith or willful misconduct by a court of competent jurisdiction or other Governmental Entity in connection with, or with respect to the facts underlying any, such Specified Proceeding, then the Stockholder shall promptly (but in any event within 30 days) return to the Company any such amounts that the Company had previously reimbursed the Stockholder to the extent such amounts would not have been reimbursable hereunder if not for such bad faith or willful misconduct. The Stockholder agrees that the Company has the right to select counsel reasonably acceptable to Stockholder to appear and represent the Stockholder in connection with any such Specified Proceeding. The Company acknowledges that its obligations under this letter will survive the Merger and will become the obligations of Merger Sub following the consummation of the Merger.

This letter and all claims and causes of action arising hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any choice of law analysis. The Company and Stockholder each irrevocably and unconditionally waives any objection to the exclusive jurisdiction of the state and federal courts located in the State of Delaware (with the Court of Chancery of the State of Delaware as the venue for any such action, to the extent it has subject matter jurisdiction) for purposes of any action, suit or proceeding arising out of or relating to this letter.

This letter constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the parties with regard to such subject matter. No amendment, modification or waiver of the terms or conditions of this letter shall be valid unless in writing and signed by the parties hereto. This letter may be executed in one or more counterparts, each of which shall be an original, but all of which shall be considered one and the same agreement. A facsimile or other reproduction of this letter may be executed by one or both of the parties hereto, and an executed copy of this letter may be delivered by one or both of the parties hereto by facsimile or similar electronic transmission, and such execution and delivery shall be considered valid, binding and effective for all purposes.

(*The remainder of this page intentionally left blank*)

If you are in agreement with the foregoing, please countersign in the space provided below.

Very truly yours,

FRONT YARD RESIDENTIAL CORPORATION

By: /s/ George G. Ellison

Name: George G. Ellison Title: Chief Executive Officer

The foregoing is hereby accepted and agreed:

ALTISOURCE S.à r.1.

By: /s/ Kevin J. Wilcox

Name: Kevin J. Wilcox

Title: Manager