

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the “Agreement”) is entered into as of March 25, 2014, by and between (i) the Federal Housing Finance Agency (“FHFA” or “Plaintiff”), as Conservator of the Federal Home Loan Mortgage Corporation (“Freddie Mac”) and the Federal National Mortgage Association (“Fannie Mae,” and, together with Freddie Mac, the “GSEs”); Freddie Mac; and Fannie Mae (the GSEs and FHFA collectively being the “FHFA Parties”), on the one hand, and (ii) Bank of America Corporation (“BAC”), Bank of America, N.A., NB Holdings Corporation, Asset Backed Funding Corporation, Banc of America Mortgage Securities, Inc., and Banc of America Funding Corporation (collectively, the “Bank of America Defendants”); Countrywide Financial Corporation, Countrywide Home Loans, Inc., Countrywide Capital Markets, LLC, Countrywide Securities Corporation, CWALT, Inc., CWABS, Inc., and CWMBBS, Inc. (collectively, the “Countrywide Defendants”); Merrill Lynch, Pierce, Fenner & Smith Inc. (“MLPF&S”), Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Capital Inc., First Franklin Financial Corp., and Merrill Lynch Mortgage Investors, Inc., (collectively, the “Merrill Lynch Defendants”) (the Bank of America Defendants, the Countrywide Defendants, and the Merrill Lynch Defendants collectively being the “BAC-Related Defendants”); George C. Carp, Robert Caruso, George E. Ellison, Adam D. Glassner, Daniel B. Goodwin, Juliana Johnson, Michael J. Kula, William L. Maxwell, Mark I. Ryan, and Antoine Schetritt (collectively, the “Bank of America Individual Defendants”); N. Joshua Adler, Ranjit Kripalani, Stanford Kurland, Jennifer Sandefur, Eric Sieracki, and David Spector (collectively, the “Countrywide Individual Defendants”); Paul Park, Michael McGovern, Donald Puglisi, Donald Han, Brian Sullivan, and Matthew Whalen (collectively, the “Merrill Lynch Individual Defendants”) (the Bank of America Individual Defendants, the Countrywide Individual Defendants, and the Merrill Lynch Individual Defendants collectively being the “Individual Defendants,” and the BAC-Related Defendants and the Individual Defendants together being the “Defendants” and each of them individually being a “Defendant”), on the other. The Defendants and the FHFA Parties are referred to herein as the “Settling Parties,” with each a “Settling Party.”¹

WHEREAS, on September 6, 2008, the Director of FHFA placed Fannie Mae and Freddie Mac into conservatorships pursuant to the Housing and Economic Recovery Act of 2008;

WHEREAS, on or about September 2, 2011, FHFA, in its capacity as Conservator for the GSEs, commenced an action against the Bank of America Defendants, the Bank of America Individual Defendants, and others in the United States District Court for the Southern District of New York, captioned *Federal Housing Finance Agency v. Bank of America Corporation, et al.*, No. 11 Civ. 6195 (the “Bank of America Action”);

WHEREAS, on or about September 2, 2011, FHFA, in its capacity as Conservator for the GSEs, commenced an action against the Countrywide Defendants, the Underwriter Defendants

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in Paragraph 1 herein.

(as defined herein), and the Countrywide Individual Defendants in the Supreme Court of the State of New York, captioned *Federal Housing Finance Agency v. Countrywide Financial Corporation, et al.*, Index No. 652436/2011, which was removed to the United States District Court for the Southern District of New York on or about September 30, 2011, captioned *Federal Housing Finance Agency v. Countrywide Financial Corp., et al.*, No. 11 Civ. 6916, and which was transferred to the United States District Court for the Central District of California on or about February 10, 2012, captioned *Federal Housing Finance Agency v. Countrywide Financial Corp., et al.*, No. 12 Civ. 1059 (the “Countrywide Action”);

WHEREAS, on or about September 2, 2011, FHFA, in its capacity as Conservator for the GSEs, commenced an action against the Merrill Lynch Defendants, the Merrill Lynch Individual Defendants, and others in the United States District Court for the Southern District of New York, captioned *Federal Housing Finance Agency v. Merrill Lynch & Co., Inc., et al.*, No. 11 Civ. 6202 (the “Merrill Lynch Action”);

WHEREAS, on or about September 2, 2011, FHFA, in its capacity as Conservator for the GSEs, commenced an action against MLPF&S and other defendants in the United States District Court for the Southern District of New York, captioned *Federal Housing Finance Agency v. First Horizon National Corp., et al.*, No. 11 Civ. 6193 (the “First Horizon Action”) (the *Bank of America Action*, the *Countrywide Action*, the *Merrill Lynch Action*, and the *First Horizon Action* collectively being the “Actions”);

WHEREAS, on or about June 13, 2012, FHFA served an Amended Complaint in the *Merrill Lynch Action*; on or about June 28, 2012, FHFA served an Amended Complaint in the *Bank of America Action*; on or about June 28, 2012, FHFA served an Amended Complaint in the *First Horizon Action*; and on or about June 29, 2012, FHFA served an Amended Complaint in the *Countrywide Action*;

WHEREAS, on November 1 and November 5, 2012, the Courts in *Federal Housing Finance Agency v. Royal Bank of Scotland Group PLC, et al.*, 11 Civ. 1383 (AWT) (D. Conn.) (the “RBS Action,”) the *Merrill Lynch Action* and the *Bank of America Action* held that “[t]he discovery parameters and limitations applicable to the S.D.N.Y. Actions shall be applicable to the *RBS Action*,” and the parties to the *RBS Action* are engaged in motion practice regarding discovery in the *RBS Action*;

WHEREAS, in consideration of the releases, limitations, and other terms and conditions provided for in this Agreement, the GSEs will receive a total payment of \$9,334,444,211, of which (i) \$5,828,883,292 will be allocated by FHFA to the settlement of all claims asserted by the FHFA Parties in the Actions with respect to the Covered Securities, which are listed in Exhibit A, and (ii) the remainder will be allocated by FHFA to acquisition of the Selected Covered Securities and the Additional Securities, which are listed on Exhibits B and C, respectively;

WHEREAS, the Settling Parties have now agreed to fully and finally compromise, resolve, dismiss, relinquish, discharge and settle each and every one of the Released Claims against each and every one of the Released Persons, to dismiss the *Bank of America*,

Countrywide, and *Merrill Lynch* Actions with prejudice and on the merits, and to dismiss FHFA's claims against MLPF&S in the *First Horizon* Action with prejudice and on the merits;

NOW, THEREFORE, for good and valid consideration, the receipt and sufficiency of which is hereby acknowledged by all Settling Parties hereto, the Settling Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Additional Securities" means the securities listed on Exhibit C.

(b) "Affiliate" means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person, where "control" means, as to any Person, the power to direct or cause the direction of the management, policies, or practices of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms "controlled by" and "under common control with" have correlative meanings.

(c) "C&I Agreements" refer to the Confidentiality and Indemnification Agreements listed on Exhibit D-2.

(d) "Contract Claim" means any claim under a contract (including, without limitation, any claim under any Pooling and Servicing Agreement, Assignment and Recognition Agreement, or Mortgage Loan Purchase Agreement) alleging any breach or violation of any representation or warranty made in such contract as to loans originated, purchased, acquired, transferred, or securitized regarding, or collateralizing, the Covered Securities, and which could result in an economic benefit to any Releasing Plaintiff Person by virtue of such Person's ownership of Covered Securities, provided, however, that, subject to the reservation of rights in Paragraph 16, this definition of "Contract Claim" shall not include any claims alleging breach of contract, mutual or unilateral mistake, fraud in the inducement, or any other contract or promissory estoppel-based claims to the extent that such claims are based on Plaintiff's purchase of the Covered Securities or seek rescission of such purchase.

(e) "Covered Securities" means the securities that are listed in Exhibit A, which list is intended by the Settling Parties to include all securities for which FHFA has brought claims against the BAC-Related Defendants in the Actions.

(f) "Effective Date" means the date as of which the Settlement Payment is made by the BAC-Related Defendants and received by both GSEs, as evidenced by confirmation of the wire transfers pursuant to the written instructions of FHFA.

(g) "Execution Date" means the date by which the FHFA Parties and the Defendants have all signed and executed this Agreement, whether made in multiple counterparts, by facsimile, or .pdf.

(h) “LIBOR Claims” means any claims relating to the London Interbank Offered Rate, whether associated with the Covered Securities or any other securities.

(i) “Mirror Indemnity Certificates” means the certificates listed in Exhibit D-1.

(j) “Non-Settling Defendants” means, collectively, all present or future defendants in the Actions that are not Released Defendant Persons, including all other defendants in the *First Horizon* Action other than MLPF&S; provided, however, that notwithstanding anything in this Agreement to the contrary, UBS Securities LLC is an Underwriter Defendant.

(k) “Person” means an individual, corporate entity, partnership, association, joint stock company, limited liability company, estate, trust, government entity (or any political subdivision or agency thereof) and any other type of business or legal entity; provided, however, that nothing in this definition or its use in this Agreement shall be construed to bind any governmental entity other than FHFA in its capacity as Conservator of the GSEs.

(l) “Protective Orders” means the First Amended Protective Order filed on January 11, 2013, in the *Bank of America, First Horizon*, and *Merrill Lynch* Actions, and the Order Governing the Treatment of Confidential Discovery Material filed on August 5, 2013, in the *Countrywide* Action.

(m) “Related Actions” means those actions listed in Exhibit E.

(n) “Released Claims” means, collectively, the Released Plaintiff Claims and the Released Defendant Claims.

(o) “Released Defendant Claims” means any and all claims, demands, disputes, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, and decrees that relate to the Covered Securities, (1) whether disclosed or undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or unripened; (2) whether at law or equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common, or other law or rule and upon any legal theory (including, but not limited to, claims arising under the federal securities laws, state securities laws (sometimes referred to as “blue sky” laws), or otherwise); (3) whether asserted directly, indirectly, derivatively or otherwise; and (4) that:

(i) were asserted or could have been asserted in any of the Actions;

(ii) would have been barred by *res judicata* had the Actions been fully litigated to final judgment; or

(iii) were, could have been, or could in the future be, asserted in any forum or proceeding or otherwise by any or all of the Releasing Defendant Persons against any or all of the Released Plaintiff Persons that concern, arise out of, refer or relate in any way to, or are based upon any of the allegations, transactions, facts, matters, subject matters, occurrences,

representations, statements or omissions alleged, involved, set forth, or referred to in any complaint or amended complaint filed in any of the Actions;

provided, however, that the Released Defendant Claims shall not include (A) any claims against any Person other than the Released Plaintiff Persons; (B) any LIBOR claims; (C) any Contract Claims; (D) any claims against any governmental entity other than FHFA solely in its capacity as Conservator of the GSEs; or (E) any claims to enforce this Agreement.

(p) “Released Defendant Persons” means (i) each and every one of the BAC-Related Defendants, the Individual Defendants, the Underwriter Defendants, Aashish Kamat, and James H. Luther, along with each of their respective past, present or future Affiliates, subsidiaries, parents, general partners, limited partners, and any Person in which any BAC-Related Defendant has a controlling interest; (ii) with respect to each of the Persons listed in subsection (i), its respective past and present Affiliates, principals, administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, investment bankers, representatives, estates, divisions, financial advisors, estate managers, agents, attorneys, advisors, investment advisors, auditors, accountants, trustees, underwriters, insurers and reinsurers, family members, executors, administrators as well as anyone acting or appearing to act on behalf of any of them; and (iii) the legal representatives, heirs, executors, administrators, predecessors, successors and assigns of any of the foregoing; provided, however, that the Released Defendant Persons does not include any Non-Settling Defendant.

(q) “Released Persons” means collectively the Released Plaintiff Persons and the Released Defendant Persons.

(r) “Released Plaintiff Claims” means any and all claims, demands, disputes, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, and decrees that relate to the Covered Securities, (1) whether disclosed or undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or unripened; (2) whether at law or equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common, or other law or rule and upon any legal theory (including, but not limited to, claims arising under the federal securities laws, state securities laws (sometimes referred to as “blue sky” laws), or otherwise); (3) whether asserted directly, indirectly, derivatively or otherwise; and (4) that:

- (i) were asserted or could have been asserted in any of the Actions;
- (ii) would have been barred by *res judicata* had the Actions been fully litigated to final judgment; or
- (iii) were, could have been, or could in the future be, asserted in any forum or proceeding or otherwise by any or all of the Releasing Plaintiff Persons against any or all of the Released Defendant Persons that concern, arise out of, refer or relate in any way to, or are based upon any of the allegations, transactions, facts, matters, subject matters, occurrences,

representations, statements or omissions alleged, involved, set forth, or referred to in any complaint or amended complaint filed in any of the Actions;

provided, however, that the Released Plaintiff Claims shall not include (A) any claims against any Person other than the Released Defendant Persons, including the Non-Settling Defendants; (B) any LIBOR claims; (C) any Contract Claims; (D) any claims of any governmental entity other than FHFA solely in its capacity as Conservator of the GSEs; or (E) any claims to enforce this Agreement.

(s) “Released Plaintiff Persons” means each of (i) FHFA, solely in its capacity as Conservator of the GSEs; and (ii) the GSEs, along with each of the GSEs’ respective past and/or present principals, affiliates, subsidiaries, parents, general partners, limited partners, and any Person in which the GSEs have a controlling interest, and each such Person’s past and/or present administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, principals, officers, managers, directors, partners, limited partners, investment bankers, representatives, estates, divisions, financial advisors, assigns, insurers, and reinsurers.

(t) “Releasing Defendant Persons” means each and every one of the BAC-Related Defendants, the Individual Defendants, and each and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns or transferees, immediate and remote, and any other Person who has the right, ability, standing, or capacity to assert, prosecute, or maintain on their behalf any of the Released Defendant Claims, whether in whole or in part.

(u) “Releasing Persons” means, collectively, the Releasing Plaintiff Persons and the Releasing Defendant Persons.

(v) “Releasing Plaintiff Persons” means (i) FHFA, solely in its capacity as Conservator of the GSEs; (ii) each of the GSEs; and (iii) each and all of FHFA and the GSEs’ respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns or transferees, immediate and remote, and any other Person who has the right, ability, standing, or capacity to assert, prosecute, or maintain on their behalf any of the Released Plaintiff Claims, whether in whole or in part; provided, however, that nothing in this definition or its use in this Agreement shall be construed to bind or constitute a release by any governmental entity other than FHFA solely in its capacity as Conservator of the GSEs.

(w) “Selected Covered Securities” means the securities listed on Exhibit B, which are a subset of the Covered Securities.

(x) “Trustee” refers to the entities identified in Exhibit D-1 next to the corresponding residential mortgage-backed securitization for which such entity serves as trustee.

(y) “Underwriter Defendants” means Deutsche Bank Securities, Inc., RBS Securities, Inc., CitiGroup Global Markets, Inc., and UBS Securities, LLC.

2. Settlement Payment. In consideration for (i) the Releasing Plaintiff Persons’ execution of this Agreement, (ii) the transfer of the Selected Covered Securities to Blue Ridge

Investments, LLC (the “Receiving Entity”), as provided for in this Agreement, (iii) the transfer of the Additional Securities to the Receiving Entity as provided for in this Agreement, and (iv) the release of claims as set forth herein, the BAC-Related Defendants shall make or cause to be made, for the benefit of FHFA and the GSEs, a one-time, lump sum payment of nine billion, three hundred thirty-four million, four hundred forty-four thousand, two hundred eleven dollars (\$9,334,444,211) (the “Settlement Payment”), payable to Freddie Mac and Fannie Mae, in accordance with FHFA’s written instructions. The BAC-Related Defendants shall make the Settlement Payment, or cause it to be made, on April 1, 2014. Payment of the Settlement Payment to the GSEs shall constitute a full and valid discharge of Defendants’ payment obligation pursuant to this Agreement and in connection with the settlement of the Actions. Except as expressly provided herein, this Agreement shall not become effective before the Effective Date.

3. Transfer of Securities.

(a) On April 1, 2014, the GSEs shall deliver the Selected Covered Securities to the Receiving Entity as provided for in this Paragraph. Promptly following their receipt of the Settlement Payment, the GSEs shall individually or collectively transmit all of the Selected Covered Securities to the Depository Trust Company (“DTC”) using “Free Delivery” instructions to the DTC box and account of the Receiving Entity that is specified in Confidential Exhibit J, in accordance with the rules of the DTC.

(b) On April 1, 2014, the GSEs shall deliver the Additional Securities to the Receiving Entity as provided for in this Paragraph. Promptly following their receipt of the Settlement Payment, the GSEs shall individually or collectively transmit all of the Additional Securities to the DTC using “Free Delivery” instructions to the DTC box and account of the Receiving Entity that is specified in Confidential Exhibit J, in accordance with the rules of the DTC.

(c) The FHFA Parties, jointly and severally, hereby represent and warrant that the GSEs own the Selected Covered Securities and the Additional Securities, that none of the Selected Covered Securities or the Additional Securities are subject to any claim or lien of any kind and that, upon the transfers set forth in Subparagraphs 3(a) and 3(b), such Selected Covered Securities and Additional Securities will be owned by the Receiving Entity free and clear of any lien or claim of any kind.

(d) Beginning on April 27, 2014, BAC and the FHFA Parties will cooperate in good faith to mutually determine, as promptly as reasonably practicable (and in any event not later than May 1, 2014), the aggregate amount of distributions of principal in respect of the Selected Covered Securities and the Additional Securities actually distributed on or after February 26, 2014, to record holders of the Selected Covered Securities and the Additional Securities as of such date (such amount, the “Distribution Amount”). On May 2, 2014, the FHFA Parties will pay the Distribution Amount to BAC or an affiliate of BAC designated by BAC by wire transfer of immediately available funds in accordance with such payment instructions as BAC shall provide to the FHFA Parties. In the event that on or after April 27, 2014 a distribution of principal is made in respect of any Selected Covered Securities or Additional Securities in respect of a record date between February 26, 2014, and April 1, 2014

the FHFA Parties will promptly (and in any event within two business days of receipt) pay the amount of such distribution to BAC or an affiliate of BAC designated by BAC by wire transfer of immediately available funds in accordance with such payment instructions as BAC shall provide to the FHFA Parties. For the avoidance of doubt, (i) no payment is required to be made hereunder by the FHFA Parties in respect of a distribution made in respect of an April 1, 2014 record date which distribution is received by BAC (or an affiliate of BAC) as record holder as of April 1, 2014; (ii) the FHFA Parties shall be entitled to retain all interest accrued through April 1, 2014.

4. Mirror Indemnity Certificates.

(a) BAC will indemnify the FHFA Parties against any and all claims, counter-claims, cross-claims, demands, suits, actions, damages, liabilities, judgments, and causes of action (collectively, "Losses") asserted by a Trustee against any FHFA Party on or after the Execution Date pursuant to a C&I Agreement, to the extent that it (i) arises from the trusts identified on Exhibit D-1, (ii) is based on the assertion of claims by a third-party against the Trustee and (iii) is based on actions taken on or after the Execution Date pursuant to Paragraph 3 herein; provided, however, that BAC's indemnity to the FHFA Parties shall not extend to Losses incurred as a result of any directions any FHFA Party provided to a Trustee prior to the Execution Date (the matters described in this Subparagraph (a), the "Indemnified Claims").

(b) BAC will also reimburse the FHFA Parties for reasonable attorneys' fees and disbursements as-incurred in defending against Indemnified Claims.

(c) To the extent that BAC is required to indemnify any FHFA Party with respect to any Indemnified Claim pursuant to Subparagraph 4(a) herein, BAC shall have the right to consult with and participate in the defense and settlement of Indemnified Claims. Defense of Indemnified Claims shall be undertaken by counsel mutually agreeable to the FHFA Parties on the one hand, and BAC on the other. A non-exhaustive list of counsel mutually agreeable to BAC and FHFA for the defense of Indemnified Claims is attached hereto as Exhibit D-3, provided, however, that counsel listed on Exhibit D-3 may be removed therefrom for cause shown, including the commencement of any action by such counsel against any Settling Party. No Indemnified Claims shall be settled without the prior written consent of BAC, which consent shall not be unreasonably withheld.

(d) After the Execution Date, the FHFA Parties will give no further directions to any Trustee for any of the Certificates identified on Exhibit D-1 in its capacity as Trustee of such trust.

(e) Within 10 business days after the transfer of the Selected Covered Securities and the Additional Securities to the Receiving Entity under Paragraph 3 herein, for each of the trusts identified on Exhibit D-1, the relevant FHFA Party shall inform the relevant Trustee in writing that it is no longer a holder of such securities.

(f) In the event that the FHFA Parties assert any Indemnified Claim against BAC, they will promptly provide BAC with reasonable access to the C&I Agreement(s) directly relevant to such Indemnified Claim, unless prohibited by law or contract; provided, however,

that in the event of such contractual prohibition(s), upon written request by BAC the FHFA Parties will use reasonable efforts to permit BAC access to the relevant C&I Agreements.

5. Release by the Releasing Plaintiff Persons. In exchange for the Settlement Payment and the release provided by the Releasing Defendant Persons, each and every one of the Releasing Plaintiff Persons shall, upon the Effective Date, (a) have and be deemed to have completely, fully, finally, and forever dismissed, released, relinquished, settled, and discharged with prejudice each and every one of the Released Defendant Persons from any and all of the Released Plaintiff Claims; (b) forever be barred and enjoined from asserting, filing, commencing, pursuing, intervening in, instituting, maintaining, prosecuting, or seeking relief (including, but not limited to, filing an application or motion for preliminary or permanent injunctive relief) in any lawsuit, arbitration, proceeding or otherwise that asserts any of the Released Plaintiff Claims against any or all of the Released Defendant Persons except as provided in Paragraph 6(b) herein; and (c) have and be deemed to have covenanted not to sue any of the Released Defendant Persons with respect to any of the Released Plaintiff Claims except as provided in Paragraph 6(b) herein; provided, however, that a Releasing Plaintiff Person shall not be precluded from assisting any government entity in investigating or pursuing any claims against any Released Defendant Person.

6. Covenants by Plaintiff. Upon the Execution Date, FHFA and the GSEs, on behalf of themselves and all of the Releasing Plaintiff Persons, hereby covenant and agree that:

(a) No Releasing Plaintiff Person shall assert, file, commence, pursue, intervene in, institute, maintain, or prosecute any Released Plaintiff Claim, including (but not limited to) by way of third-party claim, cross-claim, or counterclaim, or by right of representation or subrogation, against any of the Released Defendant Persons.

(b) No Releasing Plaintiff Person shall participate in the assertion, filing, commencing, pursuing, intervening in, instituting, maintaining, or prosecuting of any of the Released Plaintiff Claims against the Released Defendant Persons; provided, however, that a Releasing Plaintiff Person shall not be precluded from assisting any government entity in investigating or pursuing any claims against any Released Defendant Person.

(c) Nothing in this Agreement shall prevent FHFA from seeking third-party discovery from any Released Defendant Person in any action or proceeding. For the avoidance of doubt, nothing in this Agreement shall relieve any Released Defendant Person from any obligation or requirement under Rule 45 of the Federal Rules of Civil Procedure.

(d) FHFA will not seek to enforce any existing subpoenas issued based on its status as Conservator ("Conservator Subpoenas") to the extent those subpoenas seek documents relating to the Covered Securities; provided, however, that FHFA may continue to enforce such subpoenas to the extent they are necessary to pursue claims against Parties other than the Released Defendant Persons or Contract Claims. To the extent that any Contract Claim is settled on or following the Effective Date, FHFA will not seek to enforce any existing Conservator Subpoenas as they relate to that Contract Claim, except as necessary to pursue claims against parties other than the Released Defendant Persons.

7. Release by the Releasing Defendant Persons. In exchange for the release provided by the Releasing Plaintiff Persons and the dismissal with prejudice of the *Bank of America, Countrywide*, and *Merrill Lynch* Actions, and the dismissal of FHFA's claims against MLPF&S in the *First Horizon* Action, each and every one of the Releasing Defendant Persons shall upon the Effective Date: (a) have and be deemed to completely, fully, finally and forever dismissed, released, relinquished, settled, and discharged with prejudice each and every one of the Released Plaintiff Persons from any and all of the Released Defendant Claims; (b) forever be barred and enjoined from filing, commencing, pursuing, intervening in, participating in, instituting, maintaining, prosecuting, or seeking relief (including, but not limited to, filing an application or motion for preliminary or permanent injunctive relief) in any lawsuit, arbitration, proceeding, or otherwise in any jurisdiction that asserts any of the Released Defendant Claims against any or all of the Released Plaintiff Persons; and (c) have and be deemed to have covenanted not to sue any of the Released Plaintiff Persons with respect to any of the Released Defendant Claims.

8. Covenants by Defendants. Effective upon the Execution Date, Defendants, on behalf of themselves and all of the Releasing Defendant Persons, hereby covenant and agree that:

(a) No Releasing Defendant Person shall commence, assert, file or initiate any Released Defendant Claim, including (but not limited to) by way of third-party claim, cross-claim or counterclaim or by right of representation or subrogation, against any of the Released Plaintiff Persons.

(b) No Releasing Defendant Person shall participate in bringing or pursuing any Released Defendant Claim against any Released Plaintiff Person.

(c) No Released Defendant Person shall interfere, directly or indirectly, with FHFA's prosecution of any claims FHFA has asserted or may assert in the Related Actions, except as permitted by Subparagraph 8(e) or 8(f).

(d) No Released Defendant Person shall commence, assert, file, initiate, continue, maintain or support against FHFA, the GSEs, or FHFA's counsel any motion or action concerning any of the Actions or the Related Actions other than any action or other proceeding to enforce the terms of this Agreement or as permitted by Subparagraph 8(e) or 8(f); provided, however, that each Released Defendant Person reserves the right to object to the scope or enforceability of a subpoena issued to it.

(e) The Released Defendant Persons shall immediately cease all efforts to assist, directly or indirectly, Non-Settling Defendants or any third-party with regard to the *First Horizon* Action or any of the Related Actions, except that this provision shall not limit any Released Defendant Person or its Affiliates from providing assistance to the defendants in the following actions only insofar as the assistance involves the securities at issue in those cases that are backed by loans originated by any Released Defendant Person: *Federal Housing Finance Agency v. Credit Suisse Holdings (USA) Inc., et al.*, 11 Civ. 6200 (DLC) (S.D.N.Y.); *Federal Housing Finance Agency v. Goldman Sachs & Co., et al.*, 11 Civ. 6198 (DLC) (S.D.N.Y.); *Federal Housing Finance Agency v. HSBC North Am. Holdings Inc., et al.*, 11 Civ. 6189 (DLC) (S.D.N.Y.); and the *RBS* Action (together with the preceding cases listed in this Subparagraph,

the “Cases Involving Countrywide Loans”), or as required by law or regulation; provided, however, that the Released Defendant Persons shall cease all efforts to provide (i) documents or information produced by FHFA or the GSEs in the *Countrywide* Action, or (ii) any work product or analysis created by the Released Defendant Persons including or derived from documents or information produced by any of the FHFA Parties in the *Countrywide* Action, to any other person or entity, including without limitation any defendants in the *First Horizon* Action or any of the Related Actions, except as permitted by Paragraph 8(f).

(f) In the event a defendant in a Case Involving Countrywide Loans obtains by subpoena, document request, or other legal process documents or information previously produced by FHFA or the GSEs in the *Countrywide* Action, and the use of such documents or information is permissible under a protective order or other order of the court presiding over a Case Involving Countrywide Loans, the Released Defendant Persons may share with such defendant any work product or analysis created by the Released Defendant Persons or their Affiliates based on the specific documents or information previously produced by FHFA or the GSEs in the *Countrywide* Action that has been obtained by such defendant. For the avoidance of doubt, the Settling Parties agree that, for purposes of this Agreement, as of the Execution Date, there exists no order in any Case Involving Countrywide Loans that makes permissible the use of documents or information previously produced by FHFA or the GSEs in the *Countrywide* Action.

(g) FHFA shall maintain and preserve copies of all documents the FHFA Parties have produced in the *Countrywide* Action for at least three years after the final termination of all of the Related Actions, including any appeals, and thereafter if it deems appropriate.

(h) Nothing in this Agreement shall prohibit the Defendants from, during the 10 business days after the Execution Date, undertaking the ministerial act of forwarding to the parties in the Related Actions any documents, information, or correspondence received from recipients of third-party document subpoenas that have been issued prior to the Execution Date in the Actions, pursuant to the Southern District of New York Court’s direction that the defendants in the Actions and the Related Actions coordinate with one another.

9. Release of Claims. Each of the Settling Parties acknowledges that it has been advised by its attorneys concerning, and is familiar with, California Civil Code Section 1542 and expressly waives any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to the provisions of the California Civil Code Section 1542, including that provision itself, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Releasing Persons may hereinafter discover facts in addition to or different from those which such Releasing Persons now know or believe to be true with respect to the subject matter of the Released Claims, but the Releasing Persons shall have fully, finally and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including but not limited to, Released Claims relating to conduct that is negligent, grossly negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

The Parties acknowledge that the foregoing waiver is a material and separately bargained for element of the Agreement.

10. No Admission of Liability. This Agreement does not constitute an admission by any of the Defendants of any liability or wrongdoing whatsoever, including, but not limited to, any liability or wrongdoing with respect to any of the allegations that were or could have been raised in the Actions. This Agreement also does not constitute an admission by FHFA or the GSEs that they would not have been able to prosecute successfully their claims in the Actions or the Related Actions. The Parties agree that this Agreement is the result of a compromise within the provisions of the Federal Rules of Evidence, and any similar statutes or rules, and shall not be used or admitted in any proceeding for any purpose including, but not limited to, as evidence of liability or wrongdoing by any Defendant, nor shall it be used for impeachment purposes, to refresh recollection, or any other evidentiary purpose; provided, however, that this paragraph shall not apply to any claims to enforce this Agreement.

11. Additional Covenants and Conditions:

(a) No later than one business day from the Execution Date, the Settling Parties shall jointly file (i) a motion to stay the *Bank of America* Action, in the form attached hereto as Exhibit F-1; (ii) a motion to stay the *Countrywide* Action, in the form attached hereto as Exhibit G-1; and (iii) a motion to stay the *Merrill Lynch* Action, in the form attached hereto as Exhibit H-1.

(b) No later than one business day from the Execution Date, all discovery between the Settling Parties in the Actions shall cease. For the avoidance of doubt, nothing in this Agreement will affect discovery in either the Related Actions or involving Non-Settling Defendants in the *First Horizon* Action.

(c) No later than one business day from the Effective Date, the Settling Parties shall jointly file (i) in the *Bank of America* Action a stipulation of voluntary dismissal with prejudice of the Action pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), in the form attached hereto as Exhibit F-2; (ii) in the *Countrywide* Action a stipulation of voluntary dismissal with prejudice of the Action pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), in the form attached hereto as Exhibit G-2; and (iii) in the *Merrill Lynch* Action a stipulation of voluntary dismissal with prejudice of the Action pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), in the form attached hereto as Exhibit H-2. The Settling Parties shall take all other steps as necessary to effect dismissal with prejudice of the Actions, including but not limited to filing, if requested by the Court in any of

the Actions, a proposed order of dismissal with prejudice in a form acceptable to all Settling Parties in such Action.

(d) No later than one calendar day from the Execution Date, Defendants (i) shall abstain from filing or joining in any motion, letter, or appeal with respect to any of the Actions or the Related Actions; (ii) shall withdraw from any joint defense agreement applicable to any of the Actions or the Related Actions; (iii) shall cease any and all efforts to assist Non-Settling Defendants or any other party or third-party with regard to any of the Actions or the Related Actions, except as required by law or under order of a court of competent jurisdiction or as permitted by Subparagraph 8(e) or 8(f); and (iv) shall withdraw all motions for sanctions against FHFA, the GSEs, or FHFA's counsel. No later than one calendar day from the Execution Date, the FHFA Parties shall abstain from filing or joining in any motion, letter, or appeal with respect to any of the *Bank of America, Countrywide, or Merrill Lynch* Actions, other than any action to enforce the terms of this Agreement.

12. Contribution Bar. No later than five (5) business days from the Effective Date, FHFA and MLPF&S shall jointly file in the *First Horizon* Action a motion for voluntary dismissal with prejudice of all claims against MLPF&S and entry of a contribution bar order as to the Merrill Lynch Defendants in the form attached hereto as Exhibit I-1. The bar order will bar First Horizon National Corporation, First Tennessee Bank National Association, FTN Financial Securities Corporation, First Horizon Asset Securities, Inc., Gerald L. Baker, Peter F. Makowiecki, Charles G. Burkett, Thomas J. Wageman, and any other defendant named or in the future named in the *First Horizon* Action (the "Non-Settling First Horizon Defendants") from commencing, prosecuting, or asserting any claim for contribution or indemnity (whether styled as a claim for contribution, indemnity or otherwise) against the BAC-Related Defendants, that seeks to recover from any BAC-Related Defendant any part of any judgment entered against any Non-Settling First Horizon Defendant and/or any part of any settlement reached with any of the Non-Settling First Horizon Defendants, in connection with any claims that are or could have been asserted against the Non-Settling First Horizon Defendants in the *First Horizon* Action or that arise out of or relate to any claims that are or could have been asserted in the *First Horizon* Action, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, third-party claims, or otherwise, whether asserted in any of the Actions, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere.

13. Judgment Reduction. In the event any FHFA Party obtains a judgment against any Non-Settling First Horizon Defendant in the *First Horizon* Action, such FHFA Party agrees to reduce any such judgment or judgments, and to provide the Non-Settling First Horizon Defendant against which such judgment(s) has been obtained a judgment credit, in an amount that is the greater of (i) the amount of the Settlement Payments allocated by Plaintiff to the security at issue, as set forth on the confidential schedule attached as Confidential Exhibit I-2, or (ii) the proportionate share of the BAC-Related Defendants' asserted liability in such action, as shall have been proven at trial.

14. Confidentiality Preserved. The obligations and benefits conferred in the Protective Orders, governing confidentiality of information and documents entered in the Actions, shall remain in effect after the Effective Date.

15. Representations and Warranties. Each Settling Party represents and warrants that:

(a) it has the full legal authority, right, and capacity to enter into this Agreement on its behalf and to bind the Settling Party to perform its obligations hereunder, including any third-party authorization necessary to release the claims being released hereunder. This Agreement has been duly and validly executed and delivered by such Settling Party and, assuming due authorization, execution and delivery by the other Settling Party, constitutes a legal, valid and binding obligation of such Settling Party, enforceable against such Settling Party in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, or injunctive relief or other equitable remedies;

(b) the execution and delivery of this Agreement, the performance by such Settling Party of its obligations hereunder and the consummation of the transactions contemplated hereby, will not: (i) result in the violation by such Settling Party of any statute, law, rule, regulation or ordinance or any judgment, decree, order, writ, permit, or license of any governmental or regulatory authority applicable to such Settling Party; or (ii) require such Settling Party to obtain any consent, approval or action of, make any filing with or give any notice to any person, which action has not already been undertaken and accomplished by such Settling Party;

(c) it has not assigned, subrogated, pledged, loaned, hypothecated, conveyed, or otherwise transferred, voluntarily or involuntarily, to any other person or entity, the Released Claims, or any interest in or part or portion thereof, specifically including any rights arising out of the Released Claims; and

(d) it has read and understands this Agreement and it has had the opportunity to consult with its attorneys before signing it.

16. Ownership Interests In Covered Securities. Other than as specifically set forth in this Agreement, and excluding the Selected Covered Securities, nothing herein prohibits, restricts, or limits FHFA or the GSEs from receiving any benefits deriving from, or exercising any rights appurtenant to, the GSEs' ownership of interests in the Covered Securities in the ordinary course, including, without limitation, the right to receive or assign payments from its investments in the Covered Securities or to sell or otherwise dispose of its interests in the Covered Securities.

17. Authority To Sign. By signing this Agreement, each Settling Party, or its counsel as applicable, represents and warrants that it has full authority to enter into this Agreement and to bind itself, or its client, to this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement to settle and resolve the claims that are the subject of those agreements among the Settling Parties relating to the Covered Securities and the Additional Securities and overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about that subject matter. No modification of this Agreement shall be valid unless it is in writing, references this

Agreement, and is signed by all FHFA Parties and BAC-Related Defendants, and any affected Individual Defendants.

19. Jurisdiction. Any disputes relating to this Agreement shall be brought exclusively in the U.S. District Court for the Southern District of New York. All parties hereto submit to the personal jurisdiction of the United States District Court for the Southern District of New York for purposes of implementing and enforcing the settlement embodied in this Agreement. The Settling Parties otherwise expressly reserve their jurisdictional rights to any action, suit or proceeding commenced outside the terms of this Agreement.

20. Choice Of Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York without regard to choice of law or conflicts of law principles.

21. Agreement To Effectuate. Each of the Settling Parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action as the other Settling Parties may reasonably request in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

22. Costs and Expenses. Each Settling Party shall bear its own costs and expenses in the Action, including any and all legal and expert fees, incurred in connection with this Agreement and the Actions.

23. Notice. Notices required by this Agreement shall be communicated by email and any form of overnight mail or in person to:

Philippe Z. Selendy (philippeselendy@quinnemanuel.com)
Christine H. Chung (christinechung@quinnemanuel.com)
Manisha M. Sheth (manishasheth@quinnemanuel.com)
Jordan A. Goldstein (jordangoldstein@quinnemanuel.com)
Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, New York 10010

*Attorneys for Plaintiff Federal Housing Finance Agency,
Fannie Mae, and Freddie Mac*

David S. Blatt (dblatt@wc.com)
Edward J. Bennett (ebennett@wc.com)
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Beth A. Stewart (bstewart@wc.com)
Williams & Connolly LLP
725 12th Street, NW
Washington, D.C. 20005

Brian E. Pastuszenski (bpastuszenski@goodwinprocter.com)
John B. Daukas (jdaukas@goodwinprocter.com)

Brian Devine (bdevine@goodwinprocter.com)
Goodwin Procter LLP
Exchange Place
53 State Street
Boston, Massachusetts 02109

Attorneys for the BAC-Related Defendants

24. Arm's-Length Negotiation; No Construction Against Drafters; No Construction Based on Captions. This Agreement is the result of arm's-length negotiation between the Settling Parties, and all Settling Parties, including through their counsel, have contributed substantially and materially to the preparation of this Agreement. No provision of this Agreement shall be interpreted or construed against any Settling Party because that Settling Party or its legal representative drafted that particular provision. Any captions and headings contained in this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

25. Binding Upon Successors. Upon the Execution Date, this Agreement is binding upon and shall inure to the benefit of the Settling Parties, their successors, assigns, heirs, executors, legal representatives and administrators.

26. Third Party Beneficiaries. Except to the extent otherwise provided herein with respect to Released Persons, nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever.

27. Non-Waiver.

(a) Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by such other Settling Party.

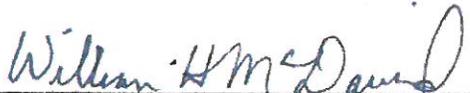
(b) No waiver, express or implied, by any Settling Party of any breach or default in the performance by the other Settling Party of its obligations under this Agreement shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent or contemporaneous, under this Agreement.

28. Counterparts. This Agreement may be executed in multiple counterparts, which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures exchanged by facsimile or .pdf shall be valid and effective as original signatures.

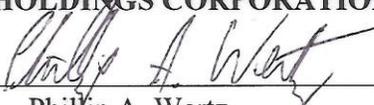
29. Exhibits Integrated. All of the exhibits attached to this Agreement are material and integral parts hereof and are hereby incorporated by reference as if fully set forth herein.

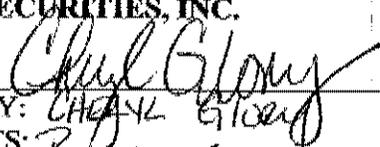
30. Cooperation. The Settling Parties and their respective counsel agree to cooperate fully with one another in order to effect the consummation of the settlement of the Actions.

IN WITNESS WHEREOF, the Settling Parties execute this SETTLEMENT AGREEMENT as of the date first above referenced with the intent to be bound by its terms and conditions.

<p>FEDERAL HOUSING FINANCE AGENCY, AS CONSERVATOR FOR THE FEDERAL NATIONAL MORTGAGE ASSOCIATION AND THE FEDERAL HOME LOAN MORTGAGE CORPORATION</p> <p></p> <p>BY: ALFRED M. POLLARD ITS: GENERAL COUNSEL</p> <p>DATED: <u>3-25-2014</u></p>	<p>FEDERAL HOME LOAN MORTGAGE CORPORATION</p> <p></p> <p>BY: WILLIAM H. McDAVID ITS: EXECUTIVE VICE PRESIDENT AND GENERAL COUNSEL</p> <p>DATED: <u>March 25, 2014</u></p>
<p>FEDERAL NATIONAL MORTGAGE ASSOCIATION</p> <p></p> <p>BY: JUDITH C. DUNN ITS: SENIOR VICE PRESIDENT AND PRINCIPAL DEPUTY GENERAL COUNSEL</p> <p>DATED: <u>March 25, 2014</u></p>	

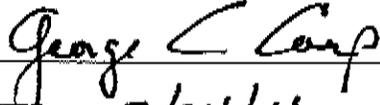
<p>BANK OF AMERICA CORPORATION</p> <p>BY: <u>JANA J. LITSEY</u> ITS: <u>DEPUTY GENERAL COUNSEL</u></p> <p>DATED: <u>March 24, 2014</u></p>	<p>BANK OF AMERICA, N.A.</p> <p>BY: <u>JANA J. LITSEY</u> ITS: <u>DEPUTY GENERAL COUNSEL</u></p> <p>DATED: <u>March 24, 2014</u></p>
<p>NB HOLDINGS CORPORATION</p> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>	<p>BANC OF AMERICA MORTGAGE SECURITIES, INC.</p> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>
<p>ASSET BACKED FUNDING CORPORATION</p> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>	<p>GEORGE C. CARP</p> <p>_____</p> <p>DATED: _____</p>
<p>BANC OF AMERICA FUNDING CORPORATION</p> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>	<p>GEORGE E. ELLISON</p> <p>_____</p> <p>DATED: _____</p>
<p>ROBERT CARUSO</p> <p>_____</p> <p>DATED: _____</p>	<p>DANIEL B. GOODWIN</p> <p>_____</p> <p>DATED: _____</p>

BANK OF AMERICA CORPORATION BY: _____ ITS: _____ DATED: _____	BANK OF AMERICA, N.A. BY: _____ ITS: _____ DATED: _____
NB HOLDINGS CORPORATION  BY: Phillip A. Wertz ITS: Senior Vice President DATED: <u>3-24-2014</u>	BANC OF AMERICA MORTGAGE SECURITIES, INC. BY: _____ ITS: _____ DATED: _____
ASSET BACKED FUNDING CORPORATION BY: _____ ITS: _____ DATED: _____	GEORGE C. CARP BY: _____ ITS: _____ DATED: _____
BANC OF AMERICA FUNDING CORPORATION BY: _____ ITS: _____ DATED: _____	GEORGE E. ELLISON BY: _____ ITS: _____ DATED: _____
ROBERT CARUSO BY: _____ ITS: _____ DATED: _____	DANIEL B. GOODWIN BY: _____ ITS: _____ DATED: _____

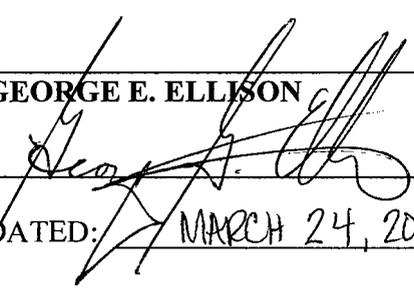
BANK OF AMERICA CORPORATION BY: _____ ITS: _____ DATED: _____	BANK OF AMERICA, N.A. BY: _____ ITS: _____ DATED: _____
NB HOLDINGS CORPORATION BY: _____ ITS: _____ DATED: _____	BANC OF AMERICA MORTGAGE SECURITIES, INC.  BY: <u>CHERYL GLOMY</u> ITS: <u>PRESIDENT</u> DATED: <u>MARCH 24, 2014</u>
ASSET BACKED FUNDING CORPORATION BY: _____ ITS: _____ DATED: _____	GEORGE C. CARP DATED: _____
BANC OF AMERICA FUNDING CORPORATION BY: _____ ITS: _____ DATED: _____	GEORGE E. ELLISON DATED: _____
ROBERT CARUSO DATED: _____	DANIEL B. GOODWIN DATED: _____

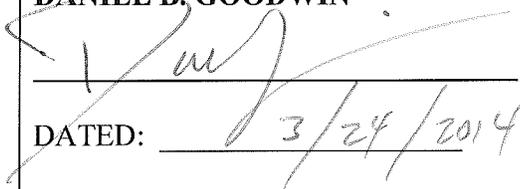
<p>BANK OF AMERICA CORPORATION</p> <p>_____</p> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>	<p>BANK OF AMERICA, N.A.</p> <p>_____</p> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>
<p>NB HOLDINGS CORPORATION</p> <p>_____</p> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>	<p>BANC OF AMERICA MORTGAGE SECURITIES, INC.</p> <p>_____</p> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>
<p>ASSET BACKED FUNDING CORPORATION</p> <p></p> <p>BY: Baron Silverstein ITS: Senior Vice President and Director</p> <p>DATED: <u>March 24, 2014</u></p>	<p>GEORGE C. CARP</p> <p>_____</p> <p>DATED: _____</p>
<p>BANC OF AMERICA FUNDING CORPORATION</p> <p></p> <p>BY: Baron Silverstein ITS: President and Director</p> <p>DATED: <u>March 24, 2014</u></p>	<p>GEORGE E. ELLISON</p> <p>_____</p> <p>DATED: _____</p>
<p>ROBERT CARUSO</p> <p>_____</p> <p>DATED: _____</p>	<p>DANIEL B. GOODWIN</p> <p>_____</p> <p>DATED: _____</p>

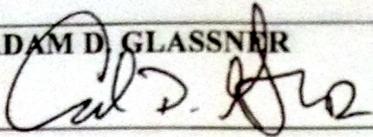
BANK OF AMERICA CORPORATION <hr/> BY: ITS: DATED: _____	BANK OF AMERICA, N.A. <hr/> BY: ITS: DATED: _____
NB HOLDINGS CORPORATION <hr/> BY: ITS: DATED: _____	BANC OF AMERICA MORTGAGE SECURITIES, INC. <hr/> BY: ITS: DATED: _____
ASSET BACKED FUNDING CORPORATION <hr/> BY: ITS: DATED: _____	GEORGE C. CARP <hr/> DATED: _____
BANC OF AMERICA FUNDING CORPORATION <hr/> BY: ITS: DATED: _____	GEORGE E. ELLISON <hr/> DATED: _____
ROBERT CARUSO <i>Robert Caruso</i> <hr/> DATED: <u>3/24/14</u>	DANIEL B. GOODWIN <hr/> DATED: _____

BANK OF AMERICA CORPORATION BY: _____ ITS: _____ DATED: _____	BANK OF AMERICA, N.A. BY: _____ ITS: _____ DATED: _____
NB HOLDINGS CORPORATION BY: _____ ITS: _____ DATED: _____	BANC OF AMERICA MORTGAGE SECURITIES, INC. BY: _____ ITS: _____ DATED: _____
ASSET BACKED FUNDING CORPORATION BY: _____ ITS: _____ DATED: _____	GEORGE C. CARP  DATED: <u>3/24/14</u>
BANC OF AMERICA FUNDING CORPORATION BY: _____ ITS: _____ DATED: _____	GEORGE E. ELLISON DATED: _____
ROBERT CARUSO DATED: _____	DANIEL B. GOODWIN DATED: _____

(Signature Page for Settlement Agreement)

BANK OF AMERICA CORPORATION <hr/> BY: ITS: DATED: _____	BANK OF AMERICA, N.A. <hr/> BY: ITS: DATED: _____
NB HOLDINGS CORPORATION <hr/> BY: ITS: DATED: _____	BANC OF AMERICA MORTGAGE SECURITIES, INC. <hr/> BY: ITS: DATED: _____
ASSET BACKED FUNDING CORPORATION <hr/> BY: ITS: DATED: _____	GEORGE C. CARP <hr/> DATED: _____
BANC OF AMERICA FUNDING CORPORATION <hr/> BY: ITS: DATED: _____	GEORGE E. ELLISON  <hr/> DATED: <u>MARCH 24, 2014</u>
ROBERT CARUSO <hr/> DATED: _____	DANIEL B. GOODWIN <hr/> DATED: _____

BANK OF AMERICA CORPORATION <hr/> BY: ITS: DATED: _____	BANK OF AMERICA, N.A. <hr/> BY: ITS: DATED: _____
NB HOLDINGS CORPORATION <hr/> BY: ITS: DATED: _____	BANC OF AMERICA MORTGAGE SECURITIES, INC. <hr/> BY: ITS: DATED: _____
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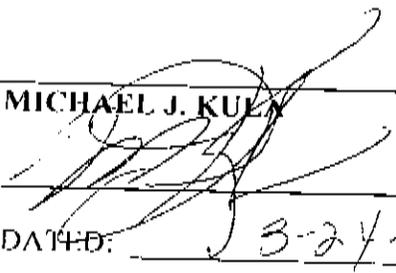
<p>ADAM D. GLASSNER  <hr/> DATED: <u>3/24/14</u></p>	<p>MICHAEL J. KULA <hr/> DATED: _____</p>
<p>JULIANA JOHNSON <hr/> DATED: _____</p>	<p>MARK I. RYAN <hr/> DATED: _____</p>
<p>WILLIAM L. MAXWELL <hr/> DATED: _____</p>	<p>COUNTRYWIDE HOME LOANS, INC. <hr/> BY: _____ ITS: _____ DATED: _____</p>
<p>ANTOINE SCHETRITT <hr/> DATED: _____</p>	<p>COUNTRYWIDE SECURITIES CORPORATION <hr/> BY: _____ ITS: _____ DATED: _____</p>
<p>COUNTRYWIDE FINANCIAL CORPORATION <hr/> BY: _____ ITS: _____ DATED: _____</p>	<p>CWABS, INC. <hr/> BY: _____ ITS: _____ DATED: _____</p>

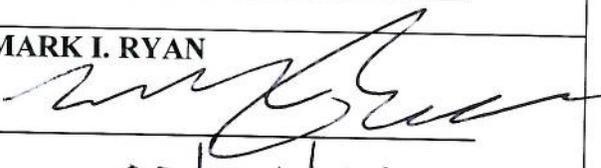
<p>ADAM D. GLASSNER</p> <p>_____</p> <p>DATED: _____</p>	<p>MICHAEL J. KULA</p> <p>_____</p> <p>DATED: _____</p>
<p>JULIANA JOHNSON</p> <p><i>Juliana Johnson</i></p> <p>_____</p> <p>DATED: <u>3/24/2014</u></p>	<p>MARK I. RYAN</p> <p>_____</p> <p>DATED: _____</p>
<p>WILLIAM L. MAXWELL</p> <p>_____</p> <p>DATED: _____</p>	<p>COUNTRYWIDE HOME LOANS, INC.</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>
<p>ANTOINE SCHETRITT</p> <p>_____</p> <p>DATED: _____</p>	<p>COUNTRYWIDE SECURITIES CORPORATION</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>
<p>COUNTRYWIDE FINANCIAL CORPORATION</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>	<p>CWABS, INC.</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>

(Signature Page for Settlement Agreement)

<p>ADAM D. GLASSNER</p> <p>_____</p> <p>DATED: _____</p>	<p>MICHAEL J. KULA</p> <p>_____</p> <p>DATED: _____</p>
<p>JULIANA JOHNSON</p> <p>_____</p> <p>DATED: _____</p>	<p>MARK I. RYAN</p> <p>_____</p> <p>DATED: _____</p>
<p>WILLIAM L. MAXWELL</p> <p><i>William Maxwell / [Signature]</i></p> <p>DATED: <u>3/24/14</u></p>	<p>COUNTRYWIDE HOME LOANS, INC.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>
<p>ANTOINE SCHETRITT</p> <p>_____</p> <p>DATED: _____</p>	<p>COUNTRYWIDE SECURITIES CORPORATION</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>
<p>COUNTRYWIDE FINANCIAL CORPORATION</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>	<p>CWABS, INC.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>

<p>ADAM D. GLASSNER</p> <p>_____</p> <p>DATED: _____</p>	<p>MICHAEL J. KULA</p> <p>_____</p> <p>DATED: _____</p>
<p>JULIANA JOHNSON</p> <p>_____</p> <p>DATED: _____</p>	<p>MARK I. RYAN</p> <p>_____</p> <p>DATED: _____</p>
<p>WILLIAM L. MAXWELL</p> <p>_____</p> <p>DATED: _____</p>	<p>COUNTRYWIDE HOME LOANS, INC.</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>
<p>ANTOINE SCHETRITT</p> <p><i>Antoine Schetritt</i></p> <p>DATED: <i>March 24, 2014</i></p>	<p>COUNTRYWIDE SECURITIES CORPORATION</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>
<p>COUNTRYWIDE FINANCIAL CORPORATION</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>	<p>CWABS, INC.</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>

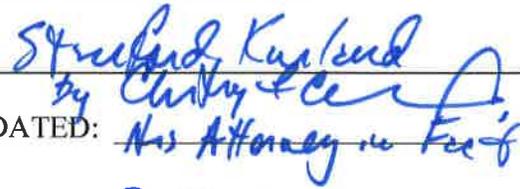
<p>ADAM D. GLASSNER</p> <p>_____</p> <p>DATED: _____</p>	<p>MICHAEL J. KUL</p>  <p>_____</p> <p>DATED: <u>3-24-14</u></p>
<p>JULIANA JOHNSON</p> <p>_____</p> <p>DATED: _____</p>	<p>MARK I. RYAN</p> <p>_____</p> <p>DATED: _____</p>
<p>WILLIAM L. MAXWELL</p> <p>_____</p> <p>DATED: _____</p>	<p>COUNTRYWIDE HOME LOANS, INC.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>
<p>ANTOINE SCHETRITT</p> <p>_____</p> <p>DATED: _____</p>	<p>COUNTRYWIDE SECURITIES CORPORATION</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>
<p>COUNTRYWIDE FINANCIAL CORPORATION</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>	<p>CWABS, INC.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>

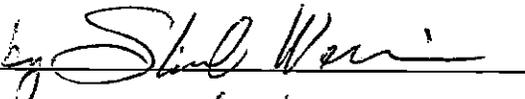
<p>ADAM D. GLASSNER</p> <p>_____</p> <p>DATED: _____</p>	<p>MICHAEL J. KULA</p> <p>_____</p> <p>DATED: _____</p>
<p>JULIANA JOHNSON</p> <p>_____</p> <p>DATED: _____</p>	<p>MARK I. RYAN</p> <p></p> <p>DATED: <u>03/24/14</u></p>
<p>WILLIAM L. MAXWELL</p> <p>_____</p> <p>DATED: _____</p>	<p>COUNTRYWIDE HOME LOANS, INC.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>
<p>ANTOINE SCHETRITT</p> <p>_____</p> <p>DATED: _____</p>	<p>COUNTRYWIDE SECURITIES CORPORATION</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>
<p>COUNTRYWIDE FINANCIAL CORPORATION</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>	<p>CWABS, INC.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>

<p>ADAM D. GLASSNER</p> <p>_____</p> <p>DATED: _____</p>	<p>MICHAEL J. KULA</p> <p>_____</p> <p>DATED: _____</p>
<p>JULIANA JOHNSON</p> <p>_____</p> <p>DATED: _____</p>	<p>MARK I. RYAN</p> <p>_____</p> <p>DATED: _____</p>
<p>WILLIAM L. MAXWELL</p> <p>_____</p> <p>DATED: _____</p>	<p>COUNTRYWIDE HOME LOANS, INC.</p> <p></p> <p>BY: <i>Michael Schloessmann</i> ITS: <i>President</i></p> <p>DATED: <u>March 24, 2014</u></p>
<p>ANTOINE SCHETRITT</p> <p>_____</p> <p>DATED: _____</p>	<p>COUNTRYWIDE SECURITIES CORPORATION</p> <p></p> <p>BY: <i>Michael Schloessmann</i> ITS: <i>President</i></p> <p>DATED: <u>March 24, 2014</u></p>
<p>COUNTRYWIDE FINANCIAL CORPORATION</p> <p></p> <p>BY: <i>Michael Schloessmann</i> ITS: <i>President</i></p> <p>DATED: <u>March 24, 2014</u></p>	<p>CWABS, INC.</p> <p></p> <p>BY: <i>Michael Schloessmann</i> ITS: <i>President</i></p> <p>DATED: <u>March 24, 2014</u></p>

<p>COUNTRYWIDE CAPITAL MARKETS, LLC</p> <p></p> <hr/> <p>BY: Michael Schloessmann ITS: President</p> <p>DATED: <u>March 24, 2014</u></p>	<p>N. JOSHUA ADLER</p> <hr/> <p>DATED: _____</p>
<p>CWALT, INC.</p> <p></p> <hr/> <p>BY: Michael Schloessmann ITS: President</p> <p>DATED: <u>March 24, 2014</u></p>	<p>STANFORD KURLAND</p> <hr/> <p>DATED: _____</p>
<p>CWMBS, INC.</p> <p></p> <hr/> <p>BY: Michael Schloessmann ITS: President</p> <p>DATED: <u>March 24, 2014</u></p>	<p>ERIC SIERACKI</p> <hr/> <p>DATED: _____</p>
<p>RANJIT KRIPALANI</p> <hr/> <p>DATED: _____</p>	<p>MERRILL LYNCH, PIERCE, FENNER & SMITH INC.</p> <hr/> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>
<p>JENNIFER SANDEFUR</p> <hr/> <p>DATED: _____</p>	<p>MERRILL LYNCH MORTGAGE CAPITAL INC.</p> <hr/> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>

<p>COUNTRYWIDE CAPITAL MARKETS, LLC</p> <hr/> <p>BY: _____ ITS: _____ DATED: _____</p>	<p>N. JOSHUA ADLER</p> <p><i>William F. Sullivan</i> on behalf of J. Adler DATED: <u>Mar 23, 2014</u></p> <p><i>Counsel for Mr Adler</i></p>
<p>CWALT, INC.</p> <hr/> <p>BY: _____ ITS: _____ DATED: _____</p>	<p>STANFORD KURLAND</p> <hr/> <p>DATED: _____</p>
<p>CWMBS, INC.</p> <hr/> <p>BY: _____ ITS: _____ DATED: _____</p>	<p>ERIC SIERACKI</p> <hr/> <p>DATED: _____</p>
<p>RANJIT KRIPALANI</p> <p><i>William F. Sullivan as</i> <i>behalf of Mr Kripalani</i> DATED: <u>Mar 23, 2014</u></p> <p><i>Counsel for Mr Kripalani</i></p>	<p>MERRILL LYNCH, PIERCE, FENNER & SMITH INC.</p> <hr/> <p>BY: _____ ITS: _____ DATED: _____</p>
<p>JENNIFER SANDEFUR</p> <p><i>William F. Sullivan as</i> <i>behalf of Mrs. Sandefur</i> DATED: <u>Mar 23, 2014</u></p> <p><i>Counsel for Mrs Sandefur</i></p>	<p>MERRILL LYNCH MORTGAGE CAPITAL INC.</p> <hr/> <p>BY: _____ ITS: _____ DATED: _____</p>

COUNTRYWIDE CAPITAL MARKETS, LLC <hr/> BY: _____ ITS: _____ DATED: _____	N. JOSHUA ADLER <hr/> DATED: _____
CWALT, INC. <hr/> BY: _____ ITS: _____ DATED: _____	STANFORD KURLAND  DATED: <i>As Attorney in Fact</i> 3-23-13
CWMBS, INC. <hr/> BY: _____ ITS: _____ DATED: _____	ERIC SIERACKI <hr/> DATED: _____
RANJIT KRIPALANI <hr/> DATED: _____	MERRILL LYNCH, PIERCE, FENNER & SMITH INC. <hr/> BY: _____ ITS: _____ DATED: _____
JENNIFER SANDEFUR <hr/> DATED: _____	MERRILL LYNCH MORTGAGE CAPITAL INC. <hr/> BY: _____ ITS: _____ DATED: _____

COUNTRYWIDE CAPITAL MARKETS, LLC <hr/> BY: _____ ITS: _____ DATED: _____	N. JOSHUA ADLER <hr/> DATED: _____
CWALT, INC. <hr/> BY: _____ ITS: _____ DATED: _____	STANFORD KURLAND <hr/> DATED: _____
CWMBS, INC. <hr/> BY: _____ ITS: _____ DATED: _____	ERIC SIERACKI  DATED: <u>3/24/14</u>
RANJIT KRIPALANI <hr/> DATED: _____	MERRILL LYNCH, PIERCE, FENNER & SMITH INC. <hr/> BY: _____ ITS: _____ DATED: _____
JENNIFER SANDEFUR <hr/> DATED: _____	MERRILL LYNCH MORTGAGE CAPITAL INC. <hr/> BY: _____ ITS: _____ DATED: _____

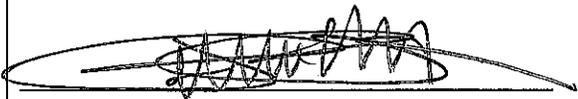
COUNTRYWIDE CAPITAL MARKETS, LLC <hr/> BY: _____ ITS: _____ DATED: _____	N. JOSHUA ADLER <hr/> DATED: _____
CWALT, INC. <hr/> BY: _____ ITS: _____ DATED: _____	STANFORD KURLAND <hr/> DATED: _____
CWMBS, INC. <hr/> BY: _____ ITS: _____ DATED: _____	ERIC SIERACKI <hr/> DATED: _____
RANJIT KRIPALANI <hr/> DATED: _____	MERRILL LYNCH, PIERCE, FENNER & SMITH INC.  <hr/> BY: <i>William C. Cacciani</i> ITS: <i>Chief Legal Officer / General Counsel</i> DATED: <i>3/27/14</i>
JENNIFER SANDEFUR <hr/> DATED: _____	MERRILL LYNCH MORTGAGE CAPITAL INC. <hr/> BY: _____ ITS: _____ DATED: _____

COUNTRYWIDE CAPITAL MARKETS, LLC <hr/> BY: _____ ITS: _____ DATED: _____	N. JOSHUA ADLER <hr/> DATED: _____
CWALT, INC. <hr/> BY: _____ ITS: _____ DATED: _____	STANFORD KURLAND <hr/> DATED: _____
CWMBS, INC. <hr/> BY: _____ ITS: _____ DATED: _____	ERIC SIERACKI <hr/> DATED: _____
RANJIT KRIPALANI <hr/> DATED: _____	MERRILL LYNCH, PIERCE, FENNER & SMITH INC. <hr/> BY: _____ ITS: _____ DATED: _____
JENNIFER SANDEFUR <hr/> DATED: _____	MERRILL LYNCH MORTGAGE CAPITAL INC.  BY: <i>MICHAEL M. MCGOVERN</i> ITS: <i>VICE PRESIDENT</i> DATED: <i>MARCH 21, 2014</i>

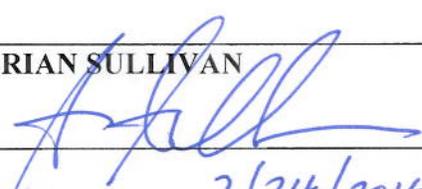
<p>DAVID SPECTOR</p> <p><i>David Spector</i> <i>by Christopher E. Co</i></p> <p>DATED: <i>His Attorney in Fact</i> <i>3.23.13.</i></p>	<p>MERRILL LYNCH MORTGAGE INVESTORS, INC.</p> <p>_____ BY: ITS: DATED: _____</p>
	<p>PAUL PARK</p> <p>_____ DATED: _____</p>
<p>MERRILL LYNCH MORTGAGE LENDING, INC.</p> <p>_____ BY: ITS: DATED: _____</p>	<p>DONALD PUGLISI</p> <p>_____ DATED: _____</p>
<p>FIRST FRANKLIN FINANCIAL CORP.</p> <p>_____ BY: ITS: DATED: _____</p>	<p>BRIAN SULLIVAN</p> <p>_____ DATED: _____</p>
	<p>MATTHEW WHALEN</p> <p>_____ DATED: _____</p>

<p>DAVID SPECTOR</p> <p>_____</p> <p>DATED: _____</p>	<p>MERRILL LYNCH MORTGAGE INVESTORS, INC.</p> <p></p> <p>_____</p> <p>BY: Baron Silverstein ITS: Executive Vice President and Director</p> <p>DATED: <u>March 24, 2014</u></p>
	<p>PAUL PARK</p> <p>_____</p> <p>DATED: _____</p>
<p>MERRILL LYNCH MORTGAGE LENDING, INC.</p> <p></p> <p>_____</p> <p>BY: Baron Silverstein ITS: President, Chief Financial Officer, Treasurer and Director</p> <p>DATED: <u>March 24, 2014</u></p>	<p>DONALD PUGLISI</p> <p>_____</p> <p>DATED: _____</p>
<p>FIRST FRANKLIN FINANCIAL CORP.</p> <p>_____</p> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>	<p>BRIAN SULLIVAN</p> <p>_____</p> <p>DATED: _____</p>
	<p>MATTHEW WHALEN</p> <p>_____</p> <p>DATED: _____</p>

<p>DAVID SPECTOR</p> <p>_____</p> <p>DATED: _____</p>	<p>MERRILL LYNCH MORTGAGE INVESTORS, INC.</p> <p>_____</p> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>
	<p>PAUL PARK</p> <p>_____</p> <p>DATED: _____</p>
<p>MERRILL LYNCH MORTGAGE LENDING, INC.</p> <p>_____</p> <p>BY: _____ ITS: _____</p> <p>DATED: _____</p>	<p>DONALD PUGLISI</p> <p>_____</p> <p>DATED: _____</p>
<p>FIRST FRANKLIN FINANCIAL CORP.</p> <p></p> <p>_____</p> <p>BY: <i>Michael Schloessmann</i> ITS: <i>President</i></p> <p>DATED: <u>March 24, 2014</u></p>	<p>BRIAN SULLIVAN</p> <p>_____</p> <p>DATED: _____</p>
	<p>MATTHEW WHALEN</p> <p>_____</p> <p>DATED: _____</p>

<p>DAVID SPECTOR</p> <p>_____</p> <p>DATED: _____</p>	<p>MERRILL LYNCH MORTGAGE INVESTORS, INC.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>
	<p>PAUL PARK</p> <p></p> <p>DATED: <u>3-24-14</u></p>
<p>MERRILL LYNCH MORTGAGE LENDING, INC.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>	<p>DONALD PUGLISI</p> <p>_____</p> <p>DATED: _____</p>
<p>FIRST FRANKLIN FINANCIAL CORP.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>	<p>BRIAN SULLIVAN</p> <p>_____</p> <p>DATED: _____</p>
	<p>MATTHEW WHALEN</p> <p>_____</p> <p>DATED: _____</p>

<p>DAVID SPECTOR</p> <p>_____</p> <p>DATED: _____</p>	<p>MERRILL LYNCH MORTGAGE INVESTORS, INC.</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>
	<p>PAUL PARK</p> <p>_____</p> <p>DATED: _____</p>
<p>MERRILL LYNCH MORTGAGE LENDING, INC.</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>	<p>DONALD PUGLISI</p> <p></p> <p>_____</p> <p>DATED: <u>March 24, 2014</u></p>
<p>FIRST FRANKLIN FINANCIAL CORP.</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>	<p>BRIAN SULLIVAN</p> <p>_____</p> <p>DATED: _____</p>
	<p>MATTHEW WHALEN</p> <p>_____</p> <p>DATED: _____</p>

<p>DAVID SPECTOR</p> <p>_____</p> <p>DATED: _____</p>	<p>MERRILL LYNCH MORTGAGE INVESTORS, INC.</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>
	<p>PAUL PARK</p> <p>_____</p> <p>DATED: _____</p>
<p>MERRILL LYNCH MORTGAGE LENDING, INC.</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>	<p>DONALD PUGLISI</p> <p>_____</p> <p>DATED: _____</p>
<p>FIRST FRANKLIN FINANCIAL CORP.</p> <p>_____</p> <p>BY: ITS:</p> <p>DATED: _____</p>	<p>BRIAN SULLIVAN</p> <p></p> <p>DATED: <u>3/24/2014</u></p>
	<p>MATTHEW WHALEN</p> <p>_____</p> <p>DATED: _____</p>

<p>DAVID SPECTOR</p> <p>_____</p> <p>DATED: _____</p>	<p>MERRILL LYNCH MORTGAGE INVESTORS, INC.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>
	<p>PAUL PARK</p> <p>_____</p> <p>DATED: _____</p>
<p>MERRILL LYNCH MORTGAGE LENDING, INC.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>	<p>DONALD PUGLISI</p> <p>_____</p> <p>DATED: _____</p>
<p>FIRST FRANKLIN FINANCIAL CORP.</p> <p>_____</p> <p>BY: _____</p> <p>ITS: _____</p> <p>DATED: _____</p>	<p>BRIAN SULLIVAN</p> <p>_____</p> <p>DATED: _____</p>
	<p>MATTHEW WHALEN</p> <p></p> <p>DATED: <u>3/24/14</u></p>

MICHAEL MCGOVERN

Michael M. McGovern

DATED: March 21, 2014

DONALD HAN

DATED: _____

MICHAEL MCGOVERN _____ DATED: _____	DONALD HAN  _____ DATED: <u>3/24/14</u>
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(Signature Page for Settlement Agreement)

COVERED SECURITIES

GSE	Certificate	CUSIP	Action
FNM	ABFC 2006-HE1 A1	00075WAA7	Bank Of America
FNM	ABFC 2006-OPT1 A1	00075QAQ5	Bank Of America
FNM	ABFC 2006-OPT2 A1	00075XAA5	Bank Of America
FNM	ABFC 2006-OPT3 A1	00075VAA9	Bank Of America
FNM	BAFC 2006-G 1A1	05950MAA8	Bank Of America
FNM	BAFC 2006-H 5A1	05950PAS2	Bank Of America
FNM	BAFC 2007-A 1A1	05952DAA6	Bank Of America
FNM	BAFC 2007-C 6A1	059522AA0	Bank Of America
FNM	BOAA 2005-10 2CB1	05948KR84	Bank Of America
FNM	BOAA 2005-11 2CB1	05948KV55	Bank Of America
FNM	BOAA 2005-12 2CB1	05948KY52	Bank Of America
FNM	BOAA 2006-1 1CB1	05948K2G3	Bank Of America
FNM	BOAA 2006-1 3CB1	05948K2K4	Bank Of America
FNM	BOAA 2006-2 1CB1	05948K2V0	Bank Of America
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FNM	OOMLT 2007-2 1A1	68401TAA6	Bank Of America
FNM	OOMLT 2007-FXD1 1A1	68402VAA0	Bank Of America
FNM	STALT 2005-1F 4A1	86789MAV9	Bank Of America
FRE	ABFC 2005-WMC1 A1	04542BNX6	Bank Of America
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FRE	OOMLT 2005-5 A1	68389FKK9	Bank Of America
FRE	ABFC 2006-OPT2 A2	00075XAB3	Bank Of America
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FRE	OOMLT 2007-2 2A1	68401TAB4	Bank Of America
FRE	OOMLT 2007-6 1A1	68403KAQ8	Bank Of America
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GSE	Certificate	CUSIP	Action
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FRE	CWL 2005-12 3A	126670EX2	Countrywide
FRE	CWL 2005-13 2AV1	126670HD3	Countrywide
FRE	CWL 2005-14 1A1	126670LH9	Countrywide
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FRE	CWL 2005-9 1A1	1266736A5	Countrywide
FRE	CWL 2005-AB3 1A1	126670BM9	Countrywide
FRE	CWL 2005-AB4 1A	126670KJ6	Countrywide
FRE	CWL 2005-BC5 1A	126670MY1	Countrywide

GSE	Certificate	CUSIP	Action
FRE	CWL 2006-10 2AV	12666PAR5	<i>Countrywide</i>
FRE	CWL 2006-12 1A	12667AAA4	<i>Countrywide</i>
FRE	CWL 2006-2 1A1	126670UR7	<i>Countrywide</i>
FRE	CWL 2006-3 1A	126670VW5	<i>Countrywide</i>
FRE	CWL 2006-5 1A	126670YE2	<i>Countrywide</i>
FRE	CWL 2006-7 1A	232422AA3	<i>Countrywide</i>
FRE	CWL 2006-9 2AV	12666RAR1	<i>Countrywide</i>
FRE	CWL 2006-BC2 1A	22237JAA5	<i>Countrywide</i>
FRE	CWL 2006-BC3 1A	23242HAA0	<i>Countrywide</i>
FRE	CWALT 2006-14CB A1	021468AA1	<i>Countrywide</i>
FRE	CWALT 2006-14CB A6	021468AF0	<i>Countrywide</i>
FRE	CWALT 2006-19CB A11	02147QAL6	<i>Countrywide</i>
FRE	CWALT 2006-19CB A30	02147QBF8	<i>Countrywide</i>
FRE	CWALT 2005-73CB 2A2	12668AV44	<i>Countrywide</i>
FRE	CWALT 2006-23CB 1A7	02147RAG5	<i>Countrywide</i>
FRE	CWALT 2006-23CB 2A1	02147RAN0	<i>Countrywide</i>
FRE	CWALT 2007-OA3 2A1	02150TAD2	<i>Countrywide</i>
FRE	CWALT 2007-OA8 1A1	02148GAA1	<i>Countrywide</i>
FRE	CWL 2005-8 1A1	1266735Q1	<i>Countrywide</i>
FRE	CWALT 2006-11CB 1A1	12668BVY6	<i>Countrywide</i>
FRE	CWALT 2006-OC10 1A	23245FAA1	<i>Countrywide</i>
FRE	CWALT 2006-OC11 1A	23244JAA4	<i>Countrywide</i>
FRE	CWALT 2006-OC8 1A1	232434AA8	<i>Countrywide</i>
FRE	CWALT 2007-HY2 1A	02148LAA0	<i>Countrywide</i>
FRE	CWALT 2007-HY2 2A	02148LAB8	<i>Countrywide</i>
FRE	CWL 2006-16 1A	23242FAA4	<i>Countrywide</i>
FRE	CWL 2006-19 1A	12667CAA0	<i>Countrywide</i>
FRE	CWL 2006-20 1A	12667HAA9	<i>Countrywide</i>
FRE	CWL 2006-22 1A	12666BAA3	<i>Countrywide</i>
FRE	CWL 2006-24 1A	23243HAA9	<i>Countrywide</i>
FRE	CWL 2006-26 1A	12668HAA8	<i>Countrywide</i>
FRE	CWL 2006-BC4 1A	12667NAA6	<i>Countrywide</i>
FRE	CWL 2006-BC5 1A	12666SAA6	<i>Countrywide</i>
FRE	CWL 2007-2 1A	12668NAA5	<i>Countrywide</i>
FRE	CWL 2007-5 1A	12668KAA1	<i>Countrywide</i>
FRE	CWL 2007-7 1A	12669VAA6	<i>Countrywide</i>
FRE	CWL 2007-9 1A	12670FAA8	<i>Countrywide</i>
FRE	CWL 2007-BC1 1A	12668TAA2	<i>Countrywide</i>
FRE	CWL 2007-BC2 1A	12669QAA7	<i>Countrywide</i>
FRE	CWL 2007-BC3 1A	23246LAA7	<i>Countrywide</i>
FRE	FHAMS 2005-AA9 2A1	32051GXE0	<i>First Horizon</i>
FNM	ARSI 2005-W4 A1A2	040104QG9	<i>Merrill Lynch</i>
FNM	ARSI 2005-W4 A1A3	040104QH7	<i>Merrill Lynch</i>
FNM	ARSI 2005-W4 A1B	040104QJ3	<i>Merrill Lynch</i>
FNM	FFMER 2007-2 A1	59024QAA8	<i>Merrill Lynch</i>
FNM	FFMER 2007-3 A1A	59024VAA7	<i>Merrill Lynch</i>
FNM	FFMER 2007-3 A1C	59024VAC3	<i>Merrill Lynch</i>
FNM	FFMER 2007-3 A1D	59024VAD1	<i>Merrill Lynch</i>
FNM	FFMER 2007-3 M11	59024VAJ8	<i>Merrill Lynch</i>
FNM	FFMER 2007-3 M21	59024VAL3	<i>Merrill Lynch</i>
FNM	FFMER 2007-3 M31	59024VAN9	<i>Merrill Lynch</i>
FNM	FFMER 2007-3 M41	59024VAQ2	<i>Merrill Lynch</i>

GSE	Certificate	CUSIP	Action
FNM	FFMER 2007-4 1A	59025CAA8	<i>Merrill Lynch</i>
FNM	FFMER 2007-4 1M1	59025CAF7	<i>Merrill Lynch</i>
FNM	FFMER 2007-4 1M2	59025CAH3	<i>Merrill Lynch</i>
FNM	FFMER 2007-4 1M3	59025CAK6	<i>Merrill Lynch</i>
FNM	FFMER 2007-5 1A	59025RAW7	<i>Merrill Lynch</i>
FNM	INDX 2005-AR33 2A1	45660L4Y2	<i>Merrill Lynch</i>
FNM	INDX 2006-AR7 2A1	45661ECY8	<i>Merrill Lynch</i>
FNM	INDX 2007-FLX4 1A1	456687AA0	<i>Merrill Lynch</i>
FNM	INDX 2007-FLX5 1A1	45669WAA4	<i>Merrill Lynch</i>
FNM	INDX 2007-FLX6 1A1	45670PAA6	<i>Merrill Lynch</i>
FNM	FFMER 2007-1 A1	59023LAA0	<i>Merrill Lynch</i>
FNM	FFML 2006-FF18 A1	32029AAA5	<i>Merrill Lynch</i>
FNM	FFML 2007-FF2 A1	32029GAA2	<i>Merrill Lynch</i>
FNM	MANA 2007-A1 A1	59023MAA8	<i>Merrill Lynch</i>
FNM	MANA 2007-A2 A2A	59024FAB0	<i>Merrill Lynch</i>
FNM	MLMI 2005-A8 A2B1	59020UP90	<i>Merrill Lynch</i>
FNM	MLMI 2005-HE3 A1A	59020UY66	<i>Merrill Lynch</i>
FNM	MLMI 2006-A3 2A1	59023CAB8	<i>Merrill Lynch</i>
FNM	MLMI 2006-AHL1 A1	590210AA8	<i>Merrill Lynch</i>
FNM	MLMI 2006-AR1 A1	59020VAS2	<i>Merrill Lynch</i>
FNM	MLMI 2006-FF1 A1	59023WAH1	<i>Merrill Lynch</i>
FNM	MLMI 2006-FM1 A1	59021AAP3	<i>Merrill Lynch</i>
FNM	MLMI 2006-MLN1 A1	59023AAA4	<i>Merrill Lynch</i>
FNM	MLMI 2006-OPT1 A1	59022VAA9	<i>Merrill Lynch</i>
FNM	MLMI 2006-RM2 A1A	590216AA5	<i>Merrill Lynch</i>
FNM	MLMI 2006-RM3 A1A	590217AA3	<i>Merrill Lynch</i>
FNM	MLMI 2006-WMC1 A1A	59020U4L6	<i>Merrill Lynch</i>
FNM	MLMI 2006-WMC2 A1	59020U6H3	<i>Merrill Lynch</i>
FNM	OOMLT 2007-1 1A1	68400DAA2	<i>Merrill Lynch</i>
FRE	ARSI 2006-M1 A1	04012MAM1	<i>Merrill Lynch</i>
FRE	OWNIT 2006-1 AV	69121PDB6	<i>Merrill Lynch</i>
FRE	CBASS 2006-CB8 A1	1248P1AA2	<i>Merrill Lynch</i>
FRE	FMIC 2006-3 1A	316599AA7	<i>Merrill Lynch</i>
FRE	FFMER 2007-H1 1A1	59025TAA1	<i>Merrill Lynch</i>
FRE	INDX 2006-AR5 1A1	45661ECK8	<i>Merrill Lynch</i>
FRE	MLMI 2005-HE2 A1A	59020UR72	<i>Merrill Lynch</i>
FRE	MLMI 2005-HE2 A1B	59020UR80	<i>Merrill Lynch</i>
FRE	FFML 2005-FF12 A1	32027NXS5	<i>Merrill Lynch</i>
FRE	MLMI 2005-A8 A2A	59020UP82	<i>Merrill Lynch</i>
FRE	MLMI 2005-AR1 A2	59020UF67	<i>Merrill Lynch</i>
FRE	MLMI 2006-HE1 A1	59020U2Z7	<i>Merrill Lynch</i>
FRE	MLMI 2006-HE4 A1	59023EAA6	<i>Merrill Lynch</i>
FRE	MLMI 2006-RM1 A1	59020U5B7	<i>Merrill Lynch</i>
FRE	OWNIT 2005-4 A1	69121PAT0	<i>Merrill Lynch</i>
FRE	OWNIT 2005-5 A1	69121PBR3	<i>Merrill Lynch</i>
FRE	OWNIT 2006-2 A1	69121PDC4	<i>Merrill Lynch</i>
FRE	OWNIT 2006-3 A1	69121PDU4	<i>Merrill Lynch</i>
FRE	OWNIT 2006-4 A1	69121QAA9	<i>Merrill Lynch</i>
FRE	OWNIT 2006-5 A1A	69121EAA6	<i>Merrill Lynch</i>
FRE	OWNIT 2006-5 A1B	69121EAB4	<i>Merrill Lynch</i>
FRE	SURF 2005-AB3 A1A	84751PJD2	<i>Merrill Lynch</i>
FRE	SURF 2005-BC3 A1A	84751PGU7	<i>Merrill Lynch</i>

GSE	Certificate	CUSIP	Action
FRE	SURF 2005-BC4 A1A	84751PHR3	<i>Merrill Lynch</i>
FRE	SURF 2006-AB2 A1	84751VAA4	<i>Merrill Lynch</i>
FRE	SURF 2006-BC1 A1	84751PJX8	<i>Merrill Lynch</i>
FRE	SURF 2006-BC2 A1	84751PLK3	<i>Merrill Lynch</i>
FRE	SURF 2006-BC3 A1	84751WAA2	<i>Merrill Lynch</i>
FRE	FFML 2007-FF1 A1	32028TAA5	<i>Merrill Lynch</i>
FRE	MANA 2007-A2 A1	59024FAA2	<i>Merrill Lynch</i>
FRE	MANA 2007-A3 A1	59024HAA8	<i>Merrill Lynch</i>
FRE	MLMI 2006-AF2 AV1	59023NAA6	<i>Merrill Lynch</i>
FRE	MLMI 2006-HE5 A1	59022QAA0	<i>Merrill Lynch</i>
FRE	MLMI 2006-HE6 A1	59023XAA4	<i>Merrill Lynch</i>
FRE	MLMI 2006-RM4 A1	59023QAA9	<i>Merrill Lynch</i>
FRE	MLMI 2006-RM5 A1	59023FAS4	<i>Merrill Lynch</i>
FRE	MLMI 2007-HE1 A1	59024EAA5	<i>Merrill Lynch</i>
FRE	MLMI 2007-HE2 A1	59024LAA9	<i>Merrill Lynch</i>
FRE	MLMI 2007-MLN1 A1	59024UAA9	<i>Merrill Lynch</i>
FRE	OWNIT 2006-6 A1	69121TAA3	<i>Merrill Lynch</i>
FRE	OWNIT 2006-7 A1	69121UAA0	<i>Merrill Lynch</i>
FRE	SURF 2006-AB3 A1	84751XAA0	<i>Merrill Lynch</i>
FRE	SURF 2006-BC4 A1	84751YAA8	<i>Merrill Lynch</i>
FRE	SURF 2006-BC5 A1	84751NAA2	<i>Merrill Lynch</i>
FRE	SURF 2007-AB1 A1	84752CAA5	<i>Merrill Lynch</i>
FRE	SURF 2007-BC1 A1	84752BAA7	<i>Merrill Lynch</i>
FRE	SURF 2007-BC2 A1	84752EAA1	<i>Merrill Lynch</i>
FRE	OOMLT 2007-1 1A2	68400DAB0	<i>Merrill Lynch</i>

SELECTED COVERED SECURITIES

GSE	Certificate	CUSIP	Action	Original Face
FNM	BAFC 2007-A	05952DAA6	<i>Bank of America</i>	\$94,441,000
FNM	FFMER 2007-5	59025RAW7	<i>Merrill Lynch</i>	\$241,175,000
FNM	FFML 2006-FF18	32029AAA5	<i>Merrill Lynch</i>	\$689,394,000
FNM	MLMI 2006-AHL1	590210AA8	<i>Merrill Lynch</i>	\$160,748,000
FNM	MLMI 2006-AR1	59020VAS2	<i>Merrill Lynch</i>	\$333,038,000
FNM	MLMI 2006-FM1	59021AAP3	<i>Merrill Lynch</i>	\$204,693,000
FNM	MLMI 2006-RM3	590217AA3	<i>Merrill Lynch</i>	\$227,029,000
FNM	MLMI 2006-WMC1	59020U4L6	<i>Merrill Lynch</i>	\$419,318,000
FNM	MLMI 2006-WMC2	59020U6H3	<i>Merrill Lynch</i>	\$493,651,000
FRE	FFML 2007-FF1	32028TAA5	<i>Merrill Lynch</i>	\$608,774,000
FRE	MANA 2007-A3	59024HAA8	<i>Merrill Lynch</i>	\$189,695,000
FRE	MLMI 2006-RM4	59023QAA9	<i>Merrill Lynch</i>	\$176,227,000
FRE	MLMI 2006-RM5	59023FAS4	<i>Merrill Lynch</i>	\$138,699,000
FRE	MLMI 2007-HE1	59024EAA5	<i>Merrill Lynch</i>	\$354,933,000
FRE	MLMI 2007-MLN1	59024UAA9	<i>Merrill Lynch</i>	\$415,943,000
FRE	OWNIT 2006-5	69121EAA6	<i>Merrill Lynch</i>	\$110,953,000
FRE	OWNIT 2006-5	69121EAB4	<i>Merrill Lynch</i>	\$27,738,000
FRE	OWNIT 2006-6	69121TAA3	<i>Merrill Lynch</i>	\$113,153,000
FRE	OWNIT 2006-7	69121UAA0	<i>Merrill Lynch</i>	\$184,746,000
FRE	SURF 2006-AB3	84751XAA0	<i>Merrill Lynch</i>	\$190,723,000
FRE	SURF 2006-BC2	84751PLK3	<i>Merrill Lynch</i>	\$173,248,000
FRE	SURF 2006-BC4	84751YAA8	<i>Merrill Lynch</i>	\$439,858,000
FRE	SURF 2007-AB1	84752CAA5	<i>Merrill Lynch</i>	\$127,954,000
FRE	SURF 2007-BC1	84752BAA7	<i>Merrill Lynch</i>	\$294,133,000
FRE	SURF 2007-BC2	84752EAA1	<i>Merrill Lynch</i>	\$174,640,000
FRE	FFMER 2007-H1	59025TAA1	<i>Merrill Lynch</i>	\$295,640,000
FRE	MLMI 2007-HE2	59024LAA9	<i>Merrill Lynch</i>	\$431,956,000
FRE	MLMI 2006-HE4	59023EAA6	<i>Merrill Lynch</i>	\$125,624,000
FRE	MLMI 2006-HE6	59023XAA4	<i>Merrill Lynch</i>	\$250,830,000
FRE	MLMI 2006-RM1	59020U5B7	<i>Merrill Lynch</i>	\$171,181,000
FRE	OWNIT 2006-3	69121PDU4	<i>Merrill Lynch</i>	\$180,115,000
FRE	OWNIT 2006-4	69121QAA9	<i>Merrill Lynch</i>	\$243,564,000
FRE	SURF 2006-AB2	84751VAA4	<i>Merrill Lynch</i>	\$194,773,000
FRE	SURF 2006-BC3	84751WAA2	<i>Merrill Lynch</i>	\$384,110,000
FRE	SURF 2006-BC5	84751NAA2	<i>Merrill Lynch</i>	\$258,105,000

ADDITIONAL SECURITIES

GSE	Certificate	CUSIP	Original Face
FNM	CWHL 2005-4	12669GMN8	\$104,812,000
FNM	CWHL 2005-4	12669GML2	\$103,946,000
FNM	FFML 2006-FF14	32027LAA3	\$129,258,000
FNM	FFML 2006-FF12	32027GAA4	\$132,184,000
FNM	FFML 2006-FF10	32028HAA1	\$117,728,758
FNM	MARM 2007-3	57645NAM2	\$116,046,000
FNM	MARM 2007-3	57645NAA8	\$309,106,000
FNM	MARM 2007-3	57645NAN0	\$77,364,000
FNM	MARM 2007-3	57645NAB6	\$206,071,000
FNM	LXS 2007-16N	52525BAB8	\$149,527,000
FNM	LXS 2007-16N	52525BAA0	\$224,290,000
FNM	JPMAC 2006-CW1	46628MAA4	\$213,081,000
FNM	HVMLT 2005-8	41161PRP0	\$150,000,000
FNM	HVMLT 2005-8	41161PRN5	\$350,000,000
FNM	HVMLT 2005-8	41161PQS5	\$180,405,000
FNM	HVMLT 2005-2	41161PLQ4	\$308,362,500
FNM	HVMLT 2005-10	41161PTL7	\$252,700,000
FNM	FFML 2006-FF17	32028KAB2	\$113,435,000
FNM	FFML 2006-FF15	32028GAB1	\$263,999,000
FRE	CWHL 2005-4	12669GML2	\$103,000,000
FRE	BALTA 2005-2	07386HQW4	\$171,120,800
FRE	JPMAC 2006-CW2	46629BAN9	\$410,588,000
FRE	HVMLT 2005-8	41161PQS5	\$182,000,000
FRE	HVMLT 2005-2	41161PLQ4	\$308,397,500
FRE	HVMLT 2005-10	41161PTL7	\$252,700,000
FRE	ACE 2006-CW1	00441QAA7	\$348,483,000
FRE	BCAP 2007-AA2	05530NAN7	\$436,337,000
FRE	FFML 2006-FF15	32028GAA3	\$455,799,000
FRE	FFML 2006-FF17	32028KAA4	\$140,638,000
FRE	FFML 2006-FFA	318340AA4	\$43,460,000
FRE	FFML 2006-FFB	32028JAA7	\$74,082,000

MIRROR INDEMNITY CERTIFICATES

GSE	Certificate	CUSIP	TRUSTEE
FNM	BAFC 2007-A 1A1	05952DAA6	U.S. Bank National Association
FNM	FFMER 2007-5 1A	59025RAW7	U.S. Bank National Association
FNM	FFML 2006-FF18 A1	32029AAA5	U.S. Bank National Association
FNM	MLMI 2006-AHL1 A1	590210AA8	U.S. Bank National Association
FNM	MLMI 2006-AR1 A1	59020VAS2	U.S. Bank National Association
FNM	MLMI 2006-FM1 A1	59021AAP3	U.S. Bank National Association
FNM	MLMI 2006-RM3 A1A	590217AA3	U.S. Bank National Association
FNM	MLMI 2006-WMC1 A1A	59020U4L6	Wells Fargo
FNM	MLMI 2006-WMC2 A1	59020U6H3	U.S. Bank National Association
FRE	ACE 2006-CW1 A1	00441QAA7	HSBC Bank USA, National Association
FRE	BCAP 2007-AA2 I1A	05530NAN7	Deutsche Bank National Trust Company
FRE	FFMER 2007-H1 1A1	59025TAA1	U.S. Bank National Association
FRE	FFML 2007-FF1 A1	32028TAA5	U.S. Bank National Association
FRE	HVMLT 2005-10 1-A1A	41161PTL7	U.S. Bank National Association
FRE	MANA 2007-A3 A1	59024HAA8	HSBC Bank USA, National Association
FRE	MLMI 2006-HE4 A1	59023EAA6	U.S. Bank National Association
FRE	MLMI 2006-HE6 A1	59023XAA4	U.S. Bank National Association
FRE	MLMI 2006-RM1 A1	59020U5B7	U.S. Bank National Association
FRE	MLMI 2006-RM4 A1	59023QAA9	U.S. Bank National Association
FRE	MLMI 2006-RM5 A1	59023FAS4	U.S. Bank National Association
FRE	MLMI 2007-HE1 A1	59024EAA5	U.S. Bank National Association
FRE	MLMI 2007-HE2 A1	59024LAA9	Wilmington Trust, National Association
FRE	MLMI 2007-MLN1 A1	59024UAA9	Deutsche Bank National Trust Company
FRE	SURF 2006-AB2 A1	84751VAA4	U.S. Bank National Association
FRE	SURF 2006-AB3 A1	84751XAA0	U.S. Bank National Association
FRE	SURF 2006-BC2 A1	84751PLK3	U.S. Bank National Association
FRE	SURF 2006-BC3 A1	84751WAA2	U.S. Bank National Association
FRE	SURF 2006-BC4 A1	84751YAA8	U.S. Bank National Association
FRE	SURF 2006-BC5 A1	84751NAA2	U.S. Bank National Association
FRE	SURF 2007-AB1 A1	84752CAA5	U.S. Bank National Association
FRE	SURF 2007-BC1 A1	84752BAA7	U.S. Bank National Association
FRE	SURF 2007-BC2 A1	84752EAA1	U.S. Bank National Association

CONFIDENTIALITY AND INDEMNIFICATION AGREEMENTS

1. Letter Agreement dated January 24, 2013 between U.S. Bank National Association and the Federal National Mortgage Association, relating to the following security: BAFC 2007-A.
2. Letter Agreement dated August 10, 2010 and effective as of January 1, 2010 between U.S. Bank National Association and the Federal National Mortgage Association, relating to the following securities: BAFC 2007-A, FFMER 2007-5, FFML 2006-FF18, MLMI 2006-AHL1, MLMI 2006-AR1, MLMI 2006-FM1, MLMI 2006-RM3, MLMI 2006-WMC2.
3. Letter dated April 16, 2012 from the Federal National Mortgage Association to U.S. Bank National Association, relating to the following securities: MLMI 2006-WMC1, MLMI 2006-WMC2.
4. Letter dated July 31, 2012 between Wells Fargo Bank, N.A. and the Federal National Mortgage Association, relating to the following security: MLMI 2006-WMC1.
5. Letter dated June 25, 2013 from the Federal National Mortgage Association to U.S. Bank National Association, relating to the following securities: MLMI 2006-AHL1, MLMI 2006-FM1, MLMI 2006-RM3.
6. Confidentiality Agreement dated February 26, 2013 and effective as of July 11, 2012 between Deutsche Bank National Trust Company and the Federal Home Loan Mortgage Corporation, relating to the following securities: BCAP 2007-AA2, MLMI 2007-MLN1.
7. Confidentiality Agreement dated January 10, 2014 between Deutsche Bank National Trust Company and the Federal Home Loan Mortgage Corporation, relating to the following securities: BCAP 2007-AA2, MLMI 2007-MLN1.
8. Direction Letter dated April 20, 2011 from the Federal Home Loan Mortgage Corporation to Deutsche Bank National Trust Company, relating to the following security: MLMI 2007-MLN1.
9. Direction Letter dated December 16, 2013 from the Federal Home Loan Mortgage Corporation to Deutsche Bank National Trust Company, relating to the following security: MLMI 2007-MLN1.
10. Direction Letter dated April 20, 2011 from the Federal Home Loan Mortgage Corporation to Deutsche Bank National Trust Company, relating to the following security: BCAP 2007-AA2.

11. Direction Letter dated December 6, 2013 from the Federal Home Loan Mortgage Corporation to Deutsche Bank National Trust Company, relating to the following security: BCAP 2007-AA2.
12. Letter Agreement dated March 1, 2011 and effective as of the same date between U.S. Bank National Association and the Federal Home Loan Mortgage Corporation, relating to the following securities: FFMER 2007-H1, FFML 2007-FF1, HVMLT 2005-10, MLMI 2006-HE4, MLMI 2006-HE6, MLMI 2006-RM1, MLMI 2006-RM4, MLMI 2006-RM5, MLMI 2007-HE1, SURF 2006-AB2, SURF 2006-AB3, SURF 2006-BC2, SURF 2006-BC3, SURF 2006-BC4, SURF 2006-BC5, SURF 2007-AB1, SURF 2007-BC1, SURF 2007-BC2.
13. Direction and Indemnity Letter dated September 11, 2012 between U.S. Bank National Association and the Federal Home Loan Mortgage Corporation, relating to the following securities: MLMI 2006-RM4, MLMI 2006-RM5.
14. Joinder Agreement dated September 21, 2012 between U.S. Bank National Association and the Federal Home Loan Mortgage Corporation, relating to the following securities: MLMI 2006-RM4; MLMI 2006-RM5.
15. Direction and Indemnity Letter dated July 24, 2013 between Wilmington Trust, National Association and the Federal Home Loan Mortgage Corporation, relating to the following security: MLMI 2007-HE2.
16. Confidentiality and Indemnification Agreement dated March 6, 2012 between HSBC Bank USA, National Association and the Federal Home Loan Mortgage Corporation, relating to the following security: MANA 2007-A3.
17. Direction Letter dated May 16, 2012 and effective as of the same date between HSBC Bank USA, National Association and the Federal Home Loan Mortgage Corporation, relating to the following securities: ACE 2006-CW1, MANA 2007-A3.

AGREED-UPON COUNSEL FOR INDEMNIFICATION PROVISION

Bingham McCutchen LLP
Latham & Watkins LLP
O'Melveny & Myers LLP

THE RELATED ACTIONS

Federal Housing Finance Agency v. Ally Fin. Inc., et al., 11 Civ. 7010 (S.D.N.Y.)

Federal Housing Finance Agency v. Barclays Bank PLC, et al., 11 Civ. 6190 (S.D.N.Y.)

Federal Housing Finance Agency v. Credit Suisse Holdings (USA), Inc., et al., 11 Civ. 6200 (S.D.N.Y.)

Federal Housing Finance Agency v. Goldman, Sachs & Co., et al., 11 Civ. 6198 (S.D.N.Y.)

Federal Housing Finance Agency v. HSBC North America Holdings, Inc., et al., 11 Civ. 6189 (S.D.N.Y.)

Federal Housing Finance Agency v. Nomura Holding America, Inc., et al., 11 Civ. 6201 (S.D.N.Y.)

Federal Housing Finance Agency v. Royal Bank of Scotland Group plc, 11 Civ. 01383 (D. Conn.)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

BANK OF AMERICA CORPORATION, *et al.*,

Defendants.

11 Civ. 6195 (DLC)

JOINT MOTION TO STAY PROCEEDINGS

1. On March 25, 2014, Plaintiff Federal Housing Finance Agency, as Conservator of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association (collectively, “Plaintiff”), and Bank of America Corporation; Bank of America, National Association; Merrill Lynch, Pierce, Fenner & Smith, Inc. (f/k/a Banc of America Securities LLC); Asset Backed Funding Corporation; Banc of America Mortgage Securities, Inc.; Banc of America Funding Corporation; George C. Carp; Robert Caruso; George E. Ellison; Adam D. Glassner; Daniel B. Goodwin; Juliana Johnson; Michael J. Kula; William L. Maxwell; Mark I. Ryan; and Antoine Schetritt (collectively, “Defendants”) entered into a settlement agreement (the “Agreement”) to resolve claims in the above-captioned action (the “Action”).

2. Under the terms of the Agreement, Plaintiff and Defendants (the “Parties”) agreed jointly to move for a stay of the claims against Defendants (“Claims”) within one business day of executing the Agreement.

3. In accordance with the terms of the Agreement, the Parties shall jointly file a stipulation of voluntary dismissal with prejudice within one business day of the GSEs' receipt of the Settlement Payment. Presently, the Parties anticipate the Settlement Payment to be made on April 1, 2014;

4. The Parties, therefore, request that the Court enter the enclosed proposed order granting the Parties' Motion to Stay Proceedings until an order dismissing the Action has been entered.

Dated: March 26, 2014
New York, New York

Respectfully submitted,

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Mortgage Securities, Inc.; and Banc of America
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

BANK OF AMERICA CORPORATION, *et al.*,

Defendants.

11 Civ. 6195 (DLC)

**[PROPOSED] ORDER GRANTING THE PARTIES' JOINT MOTION TO STAY
PROCEEDINGS**

The Court, having considered all materials submitted in favor of the Parties' March 26, 2014, Joint Motion to Stay Proceedings, and finding good cause in support thereof,

IT IS HEREBY ORDERED that:

The Parties' Motion to Stay Proceedings is GRANTED until April 26, 2014, and the 11 Civ. 6195 action shall remain stayed pending the joint submission of a stipulation of voluntary dismissal with prejudice, but in no event stayed beyond April 26, 2014, without further approval by the Court.

Dated: March __, 2014
New York, New York

By: _____
The Honorable Denise L. Cote
United States District Court Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

BANK OF AMERICA CORPORATION, *et al.*,

Defendants.

11 Civ. 6195 (DLC)

STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

WHEREAS Plaintiff Federal Housing Finance Agency, as Conservator of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association (collectively, “Plaintiff”), and Bank of America Corporation; Bank of America, National Association; Merrill Lynch, Pierce, Fenner & Smith, Inc. (f/k/a Banc of America Securities LLC); Asset Backed Funding Corporation; Banc of America Mortgage Securities, Inc.; Banc of America Funding Corporation; George C. Carp; Robert Caruso; George E. Ellison; Adam D. Glassner; Daniel B. Goodwin; Juliana Johnson; Michael J. Kula; William L. Maxwell; Mark I. Ryan; and Antoine Schetritt (collectively, “Defendants”) have reached a settlement disposing of all claims asserted in the above-captioned action (the “Action”);

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel, that, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), this Action shall be, and hereby is, dismissed with prejudice, with each party to bear its own costs.

Dated: April 2, 2014
New York, New York

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Funding Corporation; Banc of America
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23
24 **UNITED STATES DISTRICT COURT**

25
26 **CENTRAL DISTRICT OF CALIFORNIA**

27 In re COUNTRYWIDE FINANCIAL
28 CORP. MORTGAGED-BACKED
SECURITIES LITIGATION

FEDERAL HOUSING FINANCE
AGENCY, AS CONSERVATOR FOR
THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND
THE FEDERAL HOME LOAN
MORTGAGE CORPORATION,

Plaintiff,

vs.

COUNTRYWIDE FINANCIAL
CORPORATION, et al.,

Defendants.

Case No. 11-ML-2265-MRP (MANx)

**JOINT MOTION TO STAY
PROCEEDINGS**

Courtroom: 12

Judge: Hon. Mariana R. Pfaelzer

Case No. 12-CV-01059-MRP (MANx))

1 1. On March 25, 2014, Plaintiff Federal Housing Finance Agency, as
2 Conservator of the Federal Home Loan Mortgage Corporation and the Federal
3 National Mortgage Association (collectively, “Plaintiff”), and Countrywide
4 Financial Corporation, Countrywide Home Loans, Inc., Countrywide Capital
5 Markets, LLC, Countrywide Securities Corporation, CWALT, Inc., CWABS, Inc.,
6 CWMBBS, Inc., Merrill Lynch Pierce, Fenner & Smith, Inc. (f/k/a Banc of America
7 Securities LLC), N. Joshua Adler, Ranjit Kripalani, Stanford Kurland, Jennifer
8 Sandefur, Eric Sieracki, and David Spector (collectively, “Defendants”) entered
9 into a settlement agreement (the “Agreement”) to resolve claims in the above-
10 captioned action (the “Action”).

11 2. Under the terms of the Agreement, Plaintiff and Defendants (the
12 “Parties”) agreed jointly to move for a stay of the claims against Defendants
13 (“Claims”) within one business day of executing the Agreement.

14 3. In accordance with the terms of the Agreement, the Parties shall
15 jointly file a stipulation of voluntary dismissal with prejudice within one business
16 day of the GSEs’ receipt of the Settlement Payment. Presently, the Parties
17 anticipate the Settlement Payment to be made on April 1, 2014;

18 4. The Parties, therefore, request that the Court enter the enclosed
19 proposed order granting the Parties’ Motion to Stay Proceedings until an order
20 dismissing the Action has been entered.

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1 Dated: March 26, 2014
2 Los Angeles, California

3 Respectfully submitted,

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20 *Finance Agency*

21 **UNITED STATES DISTRICT COURT**
22 **CENTRAL DISTRICT OF CALIFORNIA**

23 In re COUNTRYWIDE FINANCIAL
24 CORP. MORTGAGED-BACKED
25 SECURITIES LITIGATION
26
27 FEDERAL HOUSING FINANCE
28 AGENCY, AS CONSERVATOR FOR
THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND
THE FEDERAL HOME LOAN
MORTGAGE CORPORATION,

Plaintiff,

vs.

COUNTRYWIDE FINANCIAL
CORPORATION, et al.,

Defendants.

Case No. 11-ML-2265-MRP (MANx)

**[PROPOSED] ORDER GRANTING
THE PARTIES' JOINT MOTION
TO STAY PROCEEDINGS**

Courtroom: 12

Judge: Hon. Mariana R. Pfaelzer

Case No. 12-CV-01059-MRP (MANx))

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14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA**

16
17 In re COUNTRYWIDE FINANCIAL
CORP. MORTGAGED-BACKED
18 SECURITIES LITIGATION

19 FEDERAL HOUSING FINANCE
AGENCY, AS CONSERVATOR FOR
20 THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND
21 THE FEDERAL HOME LOAN
MORTGAGE CORPORATION,

22 Plaintiff,

23 vs.

24 COUNTRYWIDE FINANCIAL
CORPORATION, et al.,

25 Defendants.

Case No. 11-ML-2265-MRP (MANx)

**STIPULATION OF VOLUNTARY
DISMISSAL WITH PREJUDICE**

Courtroom: 12

Judge: Hon. Mariana R. Pfaelzer

Case No. 12-CV-01059-MRP (MANx))

1 WHEREAS Plaintiff Federal Housing Finance Agency, as Conservator of
2 the Federal Home Loan Mortgage Corporation and the Federal National Mortgage
3 Association (collectively, “Plaintiff”), and Countrywide Financial Corporation,
4 Countrywide Home Loans, Inc., Countrywide Capital Markets, LLC, Countrywide
5 Securities Corporation, CWALT, Inc., CWABS, Inc., CWMBS, Inc., Merrill
6 Lynch Pierce, Fenner & Smith, Inc. (f/k/a Banc of America Securities LLC), N.
7 Joshua Adler, Ranjit Kripalani, Stanford Kurland, Jennifer Sandefur, Eric Sieracki,
8 and David Spector (collectively, “Defendants”) have reached a settlement
9 disposing of all claims asserted in the above-captioned action (the “Action”);

10 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
11 and between the parties, through their undersigned counsel, that, pursuant to Fed.
12 R. Civ. P. 41(a)(1)(A)(ii), the Action shall be, and hereby is, dismissed with
13 prejudice, with each party to bear its own costs.

14
15 SO ORDERED this _____ day of _____, 2014.

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19 _____
20 HON. MARIANA R. PFAELZER
21 UNITED STATES DISTRICT JUDGE
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1 Dated: April 2, 2014
2 Los Angeles, California

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4 SULLIVAN, LLP

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Inc., and CWMBBS, Inc.

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

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

MERRILL LYNCH & CO., INC., *et al.*,

Defendants.

11 Civ. 6202 (DLC)

JOINT MOTION TO STAY PROCEEDINGS

1. On March 25, 2014, Plaintiff Federal Housing Finance Agency, as Conservator of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association (collectively, “Plaintiff”), and Merrill Lynch & Co., Inc., Merrill Lynch, Pierce, Fenner & Smith Inc., Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Capital Inc., First Franklin Financial Corp., Merrill Lynch Mortgage Investors, Inc., Merrill Lynch Government Securities, Inc., Paul Park, Michael McGovern, Donald Puglisi, Donald Han, Brian Sullivan, and Matthew Whalen (collectively, “Defendants”) entered into a settlement agreement (the “Agreement”) to resolve claims in the above-captioned action (the “Action”).

2. Under the terms of the Agreement, Plaintiff and Defendants (the “Parties”) agreed jointly to move for a stay of the claims against Defendants (“Claims”) within one business day of executing the Agreement.

3. In accordance with the terms of the Agreement, the Parties shall jointly file a stipulation of voluntary dismissal with prejudice within one business day of the GSEs' receipt of the Settlement Payment. Presently, the Parties anticipate the Settlement Payment to be made on April 1, 2014;

4. The Parties, therefore, request that the Court enter the enclosed proposed order granting the Parties' Motion to Stay Proceedings until an order dismissing the Action has been entered.

Dated: March 26, 2014
New York, New York

Respectfully submitted,

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Franklin Financial Corp., Merrill Lynch
Mortgage Investors, Inc., and Merrill Lynch
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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

MERRILL LYNCH & CO., INC., *et al.*,

Defendants.

11 Civ. 6202 (DLC)

**[PROPOSED] ORDER GRANTING THE PARTIES' JOINT MOTION TO STAY
PROCEEDINGS**

The Court, having considered all materials submitted in favor of the Parties' March 26, 2014, Joint Motion to Stay Proceedings, and finding good cause in support thereof,

IT IS HEREBY ORDERED that:

The Parties' Motion to Stay Proceedings is GRANTED until April 26, 2014, and the 11 Civ. 6202 action shall remain stayed pending the joint submission of a stipulation of voluntary dismissal with prejudice, but in no event stayed beyond April 26, 2014, without further approval by the Court.

Dated: March __, 2014
New York, New York

By: _____
The Honorable Denise L. Cote
United States District Court Judge

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

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

MERRILL LYNCH & CO., INC., *et al.*,

Defendants.

11 Civ. 6202 (DLC)

STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

WHEREAS Plaintiff Federal Housing Finance Agency, as Conservator of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association (collectively, “Plaintiff”), and Merrill Lynch & Co., Inc., Merrill Lynch, Pierce, Fenner & Smith Inc., Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Capital Inc., First Franklin Financial Corp., Merrill Lynch Mortgage Investors, Inc., Merrill Lynch Government Securities, Inc., Paul Park, Michael McGovern, Donald Puglisi, Donald Han, Brian Sullivan, and Matthew Whalen (collectively, “Defendants”) have reached a settlement disposing of all claims asserted in the above-captioned action (the “Action”);

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel, that, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), this Action shall be, and hereby is, dismissed with prejudice, with each party to bear its own costs.

Dated: April 2, 2014
New York, New York

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Government Securities, Inc.*

By: _____
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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

FEDERAL HOUSING FINANCE AGENCY, AS
CONSERVATOR FOR THE FEDERAL NATIONAL
MORTGAGE ASSOCIATION AND THE FEDERAL
HOME LOAN MORTGAGE CORPORATION,

Plaintiff,

-against-

FIRST HORIZON NATIONAL CORPORATION, *et al.*,

Defendants.

11 Civ. 6193 (DLC)

[PROPOSED] ORDER OF VOLUNTARY DISMISSAL WITH PREJUDICE AND BAR ORDER

WHEREAS, the Court has been informed that Plaintiff, Federal Housing Finance Agency (“Plaintiff” or “FHFA”), and Defendant Merrill Lynch, Pierce, Fenner & Smith, Inc. (“MLPFS”) (together, the “Settling Parties”) have reached a settlement and entered into a Settlement Agreement in connection with the above-captioned action (the “Action”);

WHEREAS, the Settling Parties have moved this Court for entry of an order of voluntary dismissal pursuant to Fed. R. Civ. P. 41(a)(2) and/or 21 dismissing the Action, and all claims therein, as against MLPFS only, with prejudice and without costs, and providing for an order barring claims by the remaining, non-settling defendants in this Action and any other alleged joint tortfeasors for contribution or indemnity; and

WHEREAS, for good cause shown, and upon due consideration of the Settling Parties’ motion for entry of this Order of Voluntary Dismissal With Prejudice and Bar Order;

IT IS ORDERED that the amended complaint in this Action, served on or about June 28, 2012, and all claims contained therein, is hereby dismissed with prejudice and without costs as against MLPFS only;

IT IS ORDERED that (a) First Horizon National Corporation; First Tennessee Bank National Association (successor to First Horizon Home Loan Corporation); FTN Financial Securities Corporation; First Horizon Asset Securities, Inc.; Credit Suisse Securities (USA) LLC (f/k/a Credit Suisse First Boston LLC); Gerald L. Baker; Peter F. Makowiecki; Charles G. Burkett; and Thomas J. Wageman, (b) any other person or entity later named as a defendant in this Action, and (c) any other person or entity that becomes liable to Plaintiff, to any current non-settling defendant in this Action, or to any other alleged tortfeasor, by reason of judgment or settlement, for any claims that are or could have been asserted in this Action or that arise out of or relate to the claims asserted in this Action (collectively, the “Non-Settling Defendants”), are hereby permanently BARRED, ENJOINED and RESTRAINED from commencing, prosecuting, or asserting any claim for contribution or indemnity (whether styled as a claim for contribution, indemnity, or otherwise) against MLPFS, its present and former parents, subsidiaries, divisions and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, insurers (but not affecting any obligation owed to MLPFS by any insurer), and agents of each of them, and the predecessors, heirs, successors, and assigns of each (collectively, the “Settling Defendants”), that seeks to recover from any Settling Defendant any part of any judgment entered against the Non-Settling Defendants and/or any settlement reached with any of the Non-Settling Defendants, in connection with any claims that are or could have been asserted against the Non-Settling Defendants in this Action or that arise out of or relate to any claims that are or could have been asserted in this Action, whether arising

under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in this Action, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere;

IT IS FURTHER ORDERED that MLPFS is hereby permanently BARRED, ENJOINED AND RESTRAINED from commencing, prosecuting, or asserting any claim for contribution or indemnity (whether styled as a claim for contribution, indemnity, or otherwise) against any of the Non-Settling Defendants that seeks to recover any part of the settlement payment to be made by MLPFS to Plaintiff in connection with the settlement of this Action, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in this Action, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States;

IT IS FURTHER ORDERED that Plaintiff shall provide any Non-Settling Defendant against which it obtains a judgment on claims related to the FHAMS 2005-AA9 2A1 security a judgment credit in an amount that is the greater of a) the amount of Plaintiff's settlement with MLPFS in this Action allocated to the relevant security, as reflected on the confidential schedule attached to the Settling Parties' settlement agreement as Confidential Exhibit I-2 (the "Confidential Schedule"), or b) for each such claim, state or federal, on which contribution or indemnity is available, the proportionate share of MLPFS' fault as proven at trial;

IT IS FURTHER ORDERED that the Confidential Schedule shall not be disclosed, except as described below, directly or indirectly, to any person other than to a court of competent jurisdiction and necessary court personnel;

IT IS FURTHER ORDERED that, upon entry of a pre-trial order (i) in this Action, or (ii) in any other action involving a claim or claims against a Non-Settling Defendant that may

give rise to a claim against the Settling Defendant that would be barred by this Order, the Confidential Schedule may be disclosed to:

- a. the following parties named in the Action: First Horizon National Corporation; First Tennessee Bank National Association (successor to First Horizon Home Loan Corporation); FTN Financial Securities Corporation; and First Horizon Asset Securities, Inc.; as well as any party against whom Plaintiff or another Non-Settling Defendant subsequently brings claims in connection with the FHAMS 2005-AA9 2A1 security (together, the “Authorized Parties”);
- b. the Authorized Parties’ attorneys, and partners, associates, and employees of the attorneys’ law firms;
- c. in-house attorneys for the Authorized Parties, regular employees of the in-house legal department of the Authorized Parties, and necessary management personnel for the Authorized Parties;
- d. any expert retained or consulted by the Authorized Parties in connection with the above-captioned Action and those working under their direction or control;

IT IS FURTHER ORDERED that prior to obtaining access to the Confidential Schedule, each Authorized Party shall review the terms and conditions of this Order and shall execute the attached Exhibit, agreeing to be bound by the terms and conditions set forth in this Order governing disclosure of the Confidential Schedule;

IT IS FURTHER ORDERED that, in the event that counsel for any Authorized Party determines to file with a court the Confidential Schedule, information derived therefrom, or any

papers containing or making reference to such information, any such filings shall be filed under seal;

IT IS FURTHER ORDERED that this Court finds there is no just reason for delay and directs that final judgment be entered pursuant to Federal Rule of Civil Procedure 54(b) dismissing the claims against MLPFS with prejudice and without costs pursuant to Rule 21 and/or 41(a)(2).

IT IS FURTHER ORDERED that MLPFS shall bear its own costs, and FHFA shall bear the proportion of the costs it has incurred in the Action solely attributable to MLPFS' presence in the Action, except to the extent agreed among the parties. This order does not affect FHFA's claims for costs and fees against the Non-Settling Defendants in this Action.

Dated: _____, 2014

Hon. Denise L. Cote
United States District Judge

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

FEDERAL HOUSING FINANCE AGENCY,
AS CONSERVATOR FOR THE FEDERAL
NATIONAL MORTGAGE ASSOCIATION
AND THE FEDERAL HOME LOAN
MORTGAGE CORPORATION

11 Civ. 6193 (DLC)

Plaintiff,

-against-

FIRST HORIZON NATIONAL CORP., *et al.*,

Defendants.

EXHIBIT

Agreement to Be Bound by Confidentiality Provisions in Order

The undersigned counsel of an Authorized Party acknowledges having reviewed the terms and conditions regarding disclosure of the Confidential Schedule set forth in the Order of Voluntary Dismissal With Prejudice and Bar Order dated _____, 2014. By signing below, I agree that my client and I will be bound by the terms and conditions of the Order of Voluntary Dismissal With Prejudice and Bar Order with respect to the information contained on the Confidential Schedule.

(Signature)

(Printed Name)

(Name of Authorized Party)

(Date)