IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, *et. al.*, Plaintiffs, v. BANK OF AMERICA CORP., et. al., Defendants.	)))))))))	Civil Action No. 12-00361 (RMC)

MONITOR'S FINAL CONSUMER RELIEF REPORT REGARDING
DEFENDANT BANK OF AMERICA, N.A.

The undersigned, Joseph A. Smith, Jr., in my capacity as Monitor under the Consent Judgment (12-cv-00361-RMC; Document 11) filed in the above-captioned matter on April 4, 2012 ("Consent Judgment"), respectfully files this Final Consumer Relief Report and Certificate of Compliance ("Report"), regarding the satisfaction by Bank of America, N.A. of its Consumer Relief Requirements under the Consent Judgment, as such requirements are set forth with more particularity in Exhibits D, D-1, E and I to the Consent Judgment. This Report is filed in response to a request made to me by Bank of America, N.A. pursuant to paragraph 4 of Exhibit I to the Consent Judgment, and is in furtherance of my obligations under Exhibit I to the Consent Judgment.

I. Definitions

This section defines words or terms that are used throughout this Report. Words and terms used and defined elsewhere in this Report will have the meanings given to them in the sections of this Report where defined. Any capitalized terms used and not defined in this Report will have the meanings given them in the Judgment or the Exhibits attached thereto, as applicable. For convenience, a copy of the Judgment, without the signature pages of the Parties and including only Exhibit D, Exhibit D-1, Exhibit E and Exhibit I, is attached to this Report as Attachment 1.

In this Report:

i) *Affiliated Entities* means entities that are directly or indirectly controlled by, or control, or are under common control with, Bank of America Corporation as of 11:59 PM Eastern Standard Time on February 8, 2012 (the term "control" with respect to an entity means the beneficial ownership of 50 percent or more of the voting interest in such entity);[1]

ii) *Certificate of Compliance* means a certificate issued by the Monitor pursuant to paragraph 4.a. of Exhibit I;

iii) *Consumer Relief* consists of one or more of the forms of Consumer Relief and a refinancing program set out in Exhibits D and I;

iv) *Consumer Relief Requirements* means Servicer's obligations in reference to Consumer Relief as set forth in Exhibits D, D-1 and I;

v) *Court* means the United States District Court for the District of Columbia;

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[1] Exhibit I, ¶ 7.a.

vi) *Eligible Mortgage* has the meaning given to the term in Section III.B. below, and is a mortgage that, as of March 1, 2012, meets the criteria set forth in paragraph 7.d. of Exhibit I;

vii) *Exhibit* or *Exhibits* mean any one or more of the exhibits to the Judgment;

viii) *Exhibit D* means Exhibit D to the Judgment;

ix) *Exhibit D-1* means Exhibit D-1 to the Judgment;

x) *Exhibit E* means Exhibit E to the Judgment;

xi) *Exhibit I* means Exhibit I to the Judgment;

xii) *First Interim Report* means the Interim Consumer Relief Report I filed with the Court on October 16, 2013, regarding Servicer's creditable Consumer Relief through December 31, 2012;

xiii) *Interim Consumer Relief Reports* means the First Interim Report and the Second Interim Report;

xiv) *Internal Review Group* or *IRG* means an internal quality control group established by Servicer that is independent from Servicer's mortgage servicing operations, as required by paragraph C.7 of Exhibit E;

xv) *Monitor* means and is a reference to the person appointed under the Judgment to oversee, among other obligations, Servicer's satisfaction of the Consumer Relief Requirements, and the Monitor is Joseph A. Smith, Jr., who will be referred to in this Report in the first person;

xvi) *Monitor Report* or *Report* means this report;

xvii) *Monitoring Committee* means the Monitoring Committee referred to in Section B of Exhibit E;

xviii) *Potentially Eligible Borrower* has the meaning given to the term in Section III.B., and is a borrower who, as of March 1, 2012, meets the criteria set forth in paragraph 7.f. of Exhibit I;

xix) *Primary Professional Firm* or *PPF* means BDO Consulting, a division of BDO USA, LLP;

xx) *Professionals* mean the Primary Professional Firm and any other accountants, consultants, attorneys and other professional persons, together with their respective firms, I engage from time to time to represent or assist me in carrying out my duties under the Judgment;

xxi) *Second Interim Report* means the Interim Consumer Relief Report I filed with the Court on March 18, 2014, regarding Servicer's creditable Consumer Relief from January 1, 2013, through March 31, 2013;

xxii) *Servicer* means Bank of America, N.A.;

xxiii) *Settlement Loan Modification* means a modification made pursuant to the specifications set forth in paragraph 7.h. of Exhibit I;

xxiv) *Settlement Loan Modification Program* means a one-time nationwide modification program, established pursuant to Exhibit I, to solicit underwater borrowers with economic hardship on first lien loans;

xxv) *Settlement Loan Modification Program Solicitation Requirements* means the minimum requirements regarding Servicer's solicitation of Potentially Eligible Borrowers under the Settlement Loan Modification Program, which minimum requirements are set out in paragraph 7.i. of Exhibit I;

xxvi) *System of Record* or *SOR* means Servicer's business records pertaining primarily to its mortgage servicing operations and related business operations;

xxvii) *Work Papers* means the documentation of the test work and assessments by the IRG with regard to Servicer's satisfaction of the Consumer Relief Requirements, which documentation is required to be sufficient for the PPF to substantiate and confirm the accuracy and validity of the work and conclusions of the IRG; and

xxviii) *Work Plan* means the work plan established by agreement between Servicer and me pursuant to paragraphs C.11 through C.15 of Exhibit E.

II. Introduction

A. Servicer's Obligations

In the Consent Judgment, among its other obligations, Servicer is responsible for $8,574,200,000 in consumer relief, allocated as follows: $7,626,200,000 to borrowers who meet the eligibility requirements in paragraphs 1-8 of Exhibit D; and, $948,000,000 of refinancing relief to borrowers who meet the eligibility requirements of paragraph 9 of Exhibit D. Servicer is required to provide this consumer relief through the forms of consumer relief set out in Exhibit D, as well as through the Settlement Loan Modification Program set out in Exhibit I.

The Settlement Loan Modification Program consists of a one-time nationwide modification program, established pursuant to Exhibit I, to solicit underwater borrowers with economic hardship on first lien loans. Servicer is required to solicit and offer mortgage loan relief in the form of a Settlement Loan Modification to certain Potentially Eligible Borrowers. The Settlement Loan Modification has unique eligibility criteria for borrowers and offers of relief that are unique to the Settlement Loan Modification Program and which are slightly different from the first lien principal reduction consumer relief available to borrowers under Exhibit D. Under the Settlement Loan Modification Program, Servicer is required to solicit Potentially Eligible Borrowers who hold mortgages that meet the eligibility criteria for the Settlement Loan Modification Program as of March 1, 2012[2] and, until completion of the solicitation process applicable to any of these Potentially Eligible Borrowers,[3] defer foreclosure sale on any of these borrowers.[4] Borrowers who qualify for and accept a Settlement Loan Modification will receive a trial offer. If the borrower remains current for ninety days following commencement of the trial, the loan modification becomes permanent and Servicer returns the loan to normal servicing.[5] Additionally, Exhibit I requires that Servicer exceed by at least $850,000,000 its obligation under Exhibit D and D-1 to provide first lien mortgage modifications.[6]

B. Monitor's Obligations

The Consent Judgment requires that I determine and report to the Court whether Servicer has met its Consumer Relief Requirements.[7] It is my further responsibility to review and to Report to the Court whether Servicer has complied with Exhibit I, specifically paragraph 2

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2 Exhibit I, ¶¶ 7.d. and 7.f.
3 Exhibit I, ¶ 7.i.
4 Exhibit I, ¶2.b.
5 Exhibit I, ¶ 2.f.
6 Exhibit I, ¶¶ 1.c., 3.a and 4.a.
7 Exhibit E, ¶ C.5.

pertaining to the Settlement Loan Modification Program.[8] The primary purpose of this Report, as set out below in Section II.B.2, is to report on whether Servicer has substantially complied with the material terms of the borrower solicitation and foreclosure deferral requirements contained in paragraph 2 of Exhibit I, and Servicer's commitments relative to the Settlement Loan Modification Program. As discussed in Section II.B.1., below, I have already reported to the Court on Servicer's satisfaction of its Consumer Relief obligations under Exhibits D, D-1 and I, including its obligation to exceed by at least $850,000,000 its obligation under Exhibit D and D-1 to provide first lien mortgage modifications and its substantial compliance with the Non-Creditable Requirements.[9]

1. Interim Consumer Relief Reports. On October 16, 2013, I filed with the Court the First Interim Report regarding Servicer's creditable Consumer Relief through December 31, 2012; and on March 18, 2014, I filed with the Court the Second Interim Consumer Relief Report regarding Servicer's creditable Consumer Relief obligations for the period from January 1, 2013 through March 31, 2013. In the Second Interim Report, I found that Servicer had substantially complied with the material terms of Exhibits D and D-1 and had satisfied the minimum requirements and obligations, including the Non-Creditable Requirements, imposed upon it under Section III, paragraph 5 of the Consent Judgment to provide Consumer Relief under and pursuant to Exhibit D and Exhibit D-1. In addition, I found that Servicer had satisfied the requirement of paragraph 4.a.iii. of Exhibit I by exceeding by more than $850,000,000 its obligation under Exhibits D and D-1 to provide first lien mortgage modifications.

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8 Exhibit I, ¶ 4.

9 The "Non-Creditable Requirements" are Servicer's additional obligations or commitments pertaining to Consumer Relief pursuant to Exhibit D that are not subject to crediting.

Servicer, however, had not completed its obligations under the Settlement Loan Modification Program and, as a consequence, Servicer had additional obligations under Exhibit I. With respect to my finding that Servicer had not completed its obligations under the Servicer Settlement Loan Modification Program, such finding accorded with the representations made to me by Servicer at the time of its request for me to perform the interim review that was the subject of the Second Interim Report. Specifically, Servicer represented to me that it had not completed soliciting all Potentially Eligible Borrowers and did not anticipate completing solicitation of all Potentially Eligible Borrowers, including sufficient time for Potentially Eligible Borrowers to accept offers made to them and to complete any necessary trial modification periods, until November 2013. Once Servicer had completed its solicitation of all Potentially Eligible Borrowers, Servicer intended to request that I undertake a final review of its compliance with the terms of Exhibit I.

2. Servicer's Request for a Certificate of Compliance. On December 20, 2013, Servicer requested that I issue a Certificate of Compliance pursuant to Section 4.a. of Exhibit I certifying that Servicer, as of that time, had: (i) materially complied with its Settlement Loan Modification Program Solicitation Requirements, as set forth in Exhibit I; (ii) provided a Settlement Loan Modification to materially all Potentially Eligible Borrowers (excluding borrowers who chose not to provide written consent under paragraph 2.h. of Exhibit I) who held an Eligible Mortgage that satisfied the conditions for the offer set forth in paragraphs 7.g. and 7.h. of Exhibit I and accepted the offer of a Settlement Loan Modification; and (iii) exceeded by at least $850,000,000 its minimum obligation under Exhibits D and D-1 to provide first lien principal forgiveness. In Servicer's request, or attendant thereto, Servicer represented to me that Servicer, at the time of its request for a review, had completed soliciting all Potentially Eligible

Borrowers. In this Report, as shown below, I find that Servicer has substantially complied with all of the material obligations imposed upon it relative to the Settlement Loan Modification Program as set out in paragraph 2 of Exhibit I and, as a consequence, has met its Consumer Relief Requirements, including those requirements set out in Exhibit I.

III. Certification and Review

A. Overview of Review Process

It is my obligation to determine whether Servicer has substantially complied with all of the material obligations imposed upon it relative to the Settlement Loan Modification Program. My determination is triggered by the Servicer's assertion that it has satisfied such requirements. This assertion is then reviewed by the Servicer's Internal Review Group ("IRG"). Once the IRG completes its review and issues its assertion of substantial compliance, with the assistance of the PPF, I undertake the necessary confirmatory due diligence and validation of the Servicer's claimed compliance as reflected in the IRG's assertion. If the PPF and I are satisfied as to the correctness and accuracy of the IRG's assertions, I issue a Certificate of Compliance indicating that Servicer's satisfaction of its obligations relative to the Settlement Loan Modification Program, which, as a consequence of my findings in the Interim Report, will mean that Servicer has met all of its Consumer Relief Requirements.

In order to better accomplish the processes outlined in the preceding paragraph and as an aid to such processes, as I reported in the Interim Consumer Relief Reports, pursuant to Exhibit E, Servicer and I agreed upon, and the Monitoring Committee did not object to, a Work Plan that, among other things, sets out the testing methods, procedures and methodologies that are to be used relative to confirmatory due diligence and validation of Servicer's claimed compliance with its obligations relative to the Consumer Relief Requirements, including its obligations to establish the Settlement Loan Modification Program pursuant to Exhibit I.

As contemplated in and in furtherance of the Work Plan, Servicer and I agreed upon a Testing Definition Template that outlines the testing methods and process flow to be utilized to assess whether, and the extent to which, Servicer satisfied its obligations relative to the Settlement Loan Modification Program. Based upon this Testing Definition Template, the IRG developed test plans tailored to Servicer's program for compliance with its obligations relative to the Settlement Loan Modification Program. These test plans offered a step-by-step approach to testing the Settlement Loan Modification Program. The PPF and the other Professionals engaged by me were involved in frequent discussions with the IRG in order to better understand the IRG's testing methodologies relative to its validation of Servicer's compliance with the solicitation requirements set forth in Exhibit I. During its own testing, the PPF had unfettered access to the IRG and the Work Papers the IRG developed in undertaking its confirmatory due diligence and validation of Servicer's assertion relative to the Servicer's solicitation obligations pursuant to Exhibit I. This access included the ability to make inquiries as questions arose and to resolve those questions in a manner that strengthened the overall review process; it also included access to databases reflecting loan level information on the Settlement Loan Modification Program.

B. Servicer's Assertions

With respect to Exhibit I and Servicer's compliance with the terms of Exhibit I relative to the Settlement Loan Modification Program, Servicer asserts that its solicitations and the offers accompanying those solicitations substantially comply with the material terms of Exhibit I. In particular, it asserts that of the 1,174,734 borrowers who, as of January 31, 2012, were sixty days or more delinquent on first lien mortgages that were serviced by Servicer as of March 1, 2012 and were either part of a Countrywide securitization[10] or in the held-for-investment portfolio of Servicer or its Affiliated Entities ("Eligible Mortgage"), Servicer has correctly identified borrowers on 286,486 loans as being potentially eligible for mandatory solicitation pursuant to Exhibit I ("Potentially Eligible Borrowers") and correctly excluded borrowers on 888,248 loans as being ineligible. In addition, regarding the 286,486 Potentially Eligible Borrowers, Servicer asserts that, with limited exceptions:

(i) Servicer deferred, postponed, or otherwise avoided a foreclosure sale on any Potentially Eligible Borrower before (a) the borrower executed a loan modification or the loan was extinguished, (b) the borrower was properly denied a loan modification, or (c) the Settlement Loan Modification Program Solicitation Requirements were met as to the borrower;

(ii) Servicer properly completed its obligations under the Settlement Loan Modification Program Solicitation Requirements by soliciting and extending offers to all Potentially Eligible Borrowers relative to the Settlement Loan Modification Program; and

(iii) For Potentially Eligible Borrowers who received a Solicitation Package, the Solicitation Package contained the information required by Exhibit I, which information included the borrower's eligibility for the Settlement Loan Modification Program.

[10] Under Exhibit I, in order for a loan that was part of a Countrywide securitization to be eligible for a Settlement Loan Modification, Servicer was required to have delegated authority to modify the loan. Exhibit I, ¶ 7.d.iv.

C. Internal Review Group's Assertion

Following the Servicer's request to the Monitor for a final review, the IRG submitted to me a report containing an assertion that concluded that Servicer had satisfied its obligations under Exhibit I relative to the Settlement Loan Modification Program. According to the IRG's report, its assertion of completion was based on a detailed review of the relevant records of Servicer and on statistical sampling to a 99% confidence level.[11] The report of the IRG with regard to its assertion was accompanied by the IRG's Work Papers reflecting its review and analysis.

D. IRG's Testing of Assertions – Potentially Eligible Borrowers and Solicitation

1. Population Definition, Sampling Approach and Error Threshold. The IRG's testing of Servicer's assertions had two stages. In the first stage, the IRG determined whether Servicer had correctly identified the population of Potentially Eligible Borrowers. This was accomplished by testing a statistically valid sample of borrowers who held Eligible Mortgages that were excluded by Servicer from the population of Potentially Eligible Borrowers ("Preliminary Solicitation Population Exclusions").

In the second stage, the IRG tested a statistically valid sample from the population of Potentially Eligible Borrowers to determine whether:

(i) Servicer deferred, postponed, or otherwise avoided a foreclosure sale on any Potentially Eligible Borrower before (a) the borrower executed a loan modification or the loan

[11] Confidence level is a measure of the reliability of the outcome of a sample. A confidence level of 99% in performing a test on a sample means there is a probability of at least 99% that the outcome from the testing of the sample is representative of the outcome that would be obtained if the testing had been performed on the entire population.

was extinguished, (b) the borrower was properly denied a loan modification, or (c) the Settlement Loan Modification Program Solicitation Requirements were met as to the borrower;

(ii) Servicer properly completed its obligations under the Settlement Loan Modification Program Solicitation Requirements by soliciting and extending offers to all Potentially Eligible Borrowers relative to the Settlement Loan Modification Program; and

(iii) For Potentially Eligible Borrowers who received a Solicitation Package, the Solicitation Package contained the information required by Exhibit I, which information included the borrower's eligibility for the Settlement Loan Modification Program.

The sample for each of these stages was selected utilizing Structured Query Language (SQL), which is a well-established and well-known database and data analysis software product. In determining the sample size, the IRG, in accordance with the Work Plan, utilized a 99% confidence level (one-tailed), 2.5% estimated error rate and 2% margin of error approach ("99/2.5/2 approach"). As set forth in the Testing Definition Template, with regard to each of the two stages, the IRG validated the Servicer's assertion if the number of loans that failed the testing equaled no more than 5% of the loans in the sample.

2. <u>Potentially Eligible Borrowers</u>. Servicer has asserted that it has correctly determined that 286,486 of the 1,174,734 borrowers who held Eligible Mortgages qualified as Potentially Eligible Borrowers and that it has correctly excluded the remaining 888,248 borrowers as ineligible for the Settlement Loan Modification Program. The IRG tested and validated that Servicer had correctly excluded borrowers from the population of Potentially Eligible Borrowers as follows: The IRG, utilizing the 99/2.5/2 approach, drew a random sample of 330 from the population of 888,248 loans which Servicer had determined were not eligible for

the Settlement Loan Modification Program. For each loan in the sample, the IRG determined first whether the loan fit into one of several categories of loans that were ineligible for solicitation because they were excluded by the explicit terms of Exhibit I, as further defined in the Testing Definition Template. If the loan fit into one of these categories, the IRG would conclude that the borrower on that loan had been correctly excluded from the population of Potentially Eligible Borrowers and would treat the loan as having passed the test. If the loan did not fit into one of the categories that would result in it being excluded from the population of Potentially Eligible Borrowers, the IRG would conclude that the loan had been incorrectly excluded from the population of Potentially Eligible Borrowers and would treat the loan as having failed the test.

As was the case with Consumer Relief credit testing described in the First Interim Report and Second Interim Report, the IRG conducted this testing by first accessing from Servicer's system of record the data inputs required to make the necessary determinations. It also, to the extent available, created screenshots from the system of record to evidence these determinations. The IRG documented its findings and included this evidence in its Work Papers. At the conclusion of testing during this phase of the IRG's testing, the IRG had determined that Servicer had correctly excluded as ineligible 329 of the 330 loans in the sample it tested. As a result, because the number of loans incorrectly excluded was less than the 5% error threshold set forth in the agreed-upon Testing Definition Template, the IRG certified that Servicer had correctly identified the population of loans to be excluded from the population of Potentially Eligible Borrowers.

3. Solicitation of Potentially Eligible Borrowers. Servicer also has asserted that,

with regard to the population of 286,486 Potentially Eligible Borrowers, it satisfied its obligations under Exhibit I relative to Settlement Loan Modification Program by first, deferring foreclosures on Potentially Eligible Borrowers as and when required under Exhibit I; second, soliciting borrowers initially determined to be Potentially Eligible Borrowers; and, third, for those Potentially Eligible Borrowers who qualify for and accept a Settlement Loan Modification, providing a trial offer. The IRG tested and validated that Servicer had, in fact satisfied its obligations with regard to the population of Potentially Eligible Borrowers as follows: The IRG, utilizing the 99/2.5/2 approach, drew a random sample of` 330 from the population of 286,486 Potentially Eligible Borrowers.

As was the case with Consumer Relief credit testing described in the First Interim Report and Second Interim Report, the IRG conducted this testing by first accessing from Servicer's system of record the data inputs required to make the necessary determinations. It also, to the extent available, created screenshots from the system of record to evidence these determinations. The IRG documented its findings and included this evidence in its Work Papers. At the conclusion of testing during this phase of the IRG's testing, the IRG had determined that Servicer had met its obligations pursuant to Exhibit I with regard to 328 of the 330 loans in the sample it tested. As a result, because the number of loans in which Servicer did not comply with its obligations was less than the 5% error threshold set forth in the agreed-upon Testing Definition Template, the IRG certified that Servicer had materially complied with its solicitation obligations with regard to the population of Potentially Eligible Borrowers.

E. Monitor's Review of the IRG's Assertion on Consumer Relief Credit

1. Potentially Eligible Borrowers. At my direction, the PPF reviewed the IRG's

testing in which the IRG validated that Servicer had correctly determined that 286,486 of the 1,174,734 borrowers who held Eligible Mortgages qualified as Potentially Eligible Borrowers and that it had correctly excluded the remaining 888,248 borrowers as ineligible for the Settlement Loan Modification Program. In order to this, the PPF re-tested all 330 loans in the sample of loans that had been tested by the IRG and determined that Servicer had correctly excluded as ineligible 329 of the 330 loans in the sample it tested. As a result, because the number of loans incorrectly excluded was less than the 5% error threshold set forth in the agreed-upon Testing Definition Template, the PPF validated the IRG's conclusion that Servicer had correctly identified the population of loans to be excluded from the population of Potentially Eligible Borrowers.

2. Solicitation of Potentially Eligible Borrowers. The PPF undertook a review of the IRG's testing in which the IRG validated each of the Servicer's assertions that Servicer had substantially complied with the material terms of the Settlement Loan Modification Program and had materially exhausted solicitation efforts for Potentially Eligible Borrowers. In the PPF's review, the PPF re-tested a statistical sample of 330 loans that were tested by the IRG and determined that Servicer had substantially complied with the material terms of the Settlement Loan Modification Program and had materially exhausted solicitation efforts for 324 of the 330 loans in the sample it tested. Because the eight loans that the PPF found had failed this re-testing were less than the 5% error threshold set forth in the agreed-upon Testing Definition Template, the PPF concluded that the IRG's validation of each of the Servicer's overall assertions as to the Settlement Loan Modification Program were correct, and on the basis of the PPF's re-testing and the PPF's conclusions regarding the work of the IRG, I too have determined that the IRG's

validation of each of the Servicer's assertions as to the Settlement Loan Modification Program was correct.

IV. Summary and Conclusions

On the basis of the information submitted to me and the work of the IRG and the PPF referred to above and contained in this Report, and my conclusions in the First Interim Report and the Second Interim Report, I find that the Servicer has substantially complied with the material terms of Exhibits D and I, in that Servicer has substantially complied with Servicer's obligations relative to the Settlement Loan Modification Program Solicitation Requirements and Servicer's commitments relative to the Settlement Loan Modification Program, and Servicer has satisfied the minimum requirements and obligations imposed upon Servicer under Section III, paragraph 5 and Section VII, paragraph 18 of the Consent Judgment to provide consumer relief under and pursuant to Exhibits D, D-1 and I. As a result, by this Report, I issue a Certificate of Compliance pursuant to paragraph 4.a. of Exhibit I, certifying that: (i) Servicer has materially complied with its Settlement Loan Modification Program Solicitation Requirements as set forth in Exhibit I; (ii) Servicer has provided a Settlement Loan Modification to materially all Potentially Eligible Borrowers (excluding borrowers who chose not to provide written consent under paragraph 2.h. of Exhibit I) who held an Eligible Mortgage that satisfied the conditions for the offer set forth in paragraphs 7.g. and 7.h. of Exhibit I and accepted the offer of a Settlement Loan Modification; and (iii) the total amount of first-lien principal forgiveness provided by Servicer exceeded its minimum obligation under Exhibits D and D-1 by at least $850,000,000.

Prior to the filing of this Report, I have conferred with the Servicer and the Monitoring Committee about my findings and I have provided each with a copy of my Report. Immediately after filing this Report, I will provide a copy of this Report to Servicer's Board of Directors, or a committee of the Board designed by Servicer.[12]

I respectfully submit this Report to the United States District Court for the District of Columbia, this 17th day of June, 2014.

MONITOR

By: s/ Joseph A. Smith, Jr.

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[12] Exhibit E, ¶ D.4.

CERTIFICATE OF SERVICE

I hereby certify that on this date I have filed a copy of the foregoing using the Court's CM/ECF system, which will send electronic notice of filing to the persons listed below at their respective email addresses.

This the 17th day of June, 2014.

/s/ Joseph A. Smith, Jr.
Joseph A. Smith, Jr.

SERVICE LIST

John M. Abel PENNSYLVANIA OFFICE OF ATTORNEY GENERAL Bureau of Consumer Protection Strawberry Square 15th Floor Harrisburg, PA 17120 (717) 783-1439 jabel@attorneygeneral.gov *Assigned: 04/05/2012*	representing	**COMMONWEALTH OF PENNSYLVANIA** *(Plaintiff)*
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Ryan Scott Asbridge OFFICE OF THE MISSOURI ATTORNEY GENERAL P.O. Box 899 Jefferson City, MO 65102 (573) 751-7677 ryan.asbridge@ago.mo.gov *Assigned: 10/03/2012*	representing	**STATE OF MISSOURI** *(Plaintiff)*
Jane Melissa Azia OFFICE OF THE NEW YORK ATTORNEY GENERAL Bureau Consumer Frauds & Protection 120 Broadway New York, NY 10271 (212) 416-8727 jane.azia@ag.ny.gov *Assigned: 10/02/2013*	representing	**STATE OF NEW YORK** *(Plaintiff)*
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Adam Harris Cohen NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL Bureau of Consumer Frauds & Protection 120 Broadway New York, NY 10271 (212) 416-8622 Adam.Cohen2@ag.ny.gov *Assigned: 10/02/2013*	representing	**STATE OF NEW YORK** *(Plaintiff)*
John William Conway KENTUCKY ATTORNEY GENERAL 700 Captial Avenue State Capitol, Suite 118 Frankfort, KY 40601 (502) 696-5300 susan.britton@ag.ky.gov *Assigned: 09/04/2012*	representing	**COMMONWEALTH OF KENTUCKY** *(Plaintiff)*

Robert Elbert Cooper OFFICE OF THE TENNESSEE ATTORNEY GENERAL 425 5th Avenue North Nashville, TN 37243-3400 (615) 741-6474 bob.cooper@ag.tn.gov *Assigned: 04/27/2012*	representing	**STATE OF TENNESSEE** *(Plaintiff)*
Gerald J. Coyne OFFICE OF THE ATTORNEY GENERAL 150 South Main Street Providence, RI 02903 (401) 274-4400 ext. 2257 gcoyne@riag.ri.gov *Assigned: 03/13/2012*	representing	**STATE OF RHODE ISLAND** *(Plaintiff)*
James Amador Daross OFFICE OF THE ATTORNEY GENERAL OF TEXAS 401 E. Franklin Avenue Suite 530 El Paso, TX 79901 (915) 834-5801 james.daross@oag.state.tx.us *Assigned: 03/13/2012*	representing	**STATE OF TEXAS** *(Plaintiff)*
Brett Talmage DeLange OFFICE OF THE IDAHO ATTORNEY GENERAL Consumer Protection Division 700 W. Jefferson STreet Boise, ID 83720 (208) 334-4114 bdelange@ag.state.id.us *Assigned: 03/13/2012*	representing	**STATE OF IDAHO** *(Plaintiff)*

James Bryant DePriest ARKANSAS ATTORNEY GENERAL Public Protection Department 323 Center Street Suite 200 Little Rock, AR 72201 (501) 682-5028 jim.depriest@arkansasag.gov *Assigned: 03/13/2012*	representing	**STATE OF ARKANSAS** *(Plaintiff)*
Michael A. Delaney NEW HAMPSHIRE ATTORNEY GENERAL'S OFFICE 33 Capitol Street Concord, NH 03301 (603) 271-1202 *Assigned: 03/13/2012*	representing	**STATE OF NEW HAMPSHIRE** *(Plaintiff)*
Cynthia Clapp Drinkwater ALASKA ATTORNEY GENERAL'S OFFICE 1031 W. 4th Avenue Suite 300 Anchorage, AK 99501 (907) 269-5200 *Assigned: 03/13/2012*	representing	**STATE OF ALASKA** *(Plaintiff)*
David Dunn HOGAN LOVELLS US LLP 875 Third Avenue New York, NY 10022 (212) 918-3515 (212) 918-3100 (fax) david.dunn@hoganlovells.com *Assigned: 10/30/2013*	representing	**WELLS FARGO & COMPANY** *(Defendant)*
		WELLS FARGO BANK, N.A. *(Defendant)*

William C. Edgar UNITED STATES DEPARTMENT OF JUSTICE Civil Division, Commercial Litigation Section Frauds Section 601 D Street, N.W. Room 9016 Washington, DC 20004 (202) 353-7950 (202) 616-3085 (fax) william.edgar@usdoj.gov *Assigned: 01/07/2014*	representing	**UNITED STATES OF AMERICA** *(Plaintiff)*
Parrell D. Grossman OFFICE OF THE ATTORNEY GENERAL Consumer Protection and Antitrust Division Gateway Professional Center 1050 E. Intersate Avenue Suite 300 Bismarck, ND 58503-5574 (701) 328-3404 pgrossman@nd.gov *Assigned: 03/13/2012*	representing	**STATE OF NORTH DAKOTA** *(Plaintiff)*
Deborah Anne Hagan ILLINOIS ATTORNEY GENERAL'S OFFICE Division of Consumer Protection 500 South Second Street Springfield, IL 62706 (217) 782-9021 dhagan@atg.state.il.us *Assigned: 03/13/2012*	representing	**STATE OF ILLINOIS** *(Plaintiff)*

Christian Watson Hancock BRADLEY ARANT BOULT CUMMINGS LLP 100 North Tryon Street Suite 2690 Charlotte, NC 28202 (704) 338-6005 *Assigned: 10/16/2013*	representing	**WELLS FARGO & COMPANY** *(Defendant)*
		WELLS FARGO BANK, N.A. *(Defendant)*
Thomas M. Hefferon GOODWIN PROCTER LLP 901 New York Avenue Washington, DC 20001 (202) 346-4000 (202) 346-4444 (fax) thefferon@goodwinprocter.com *Assigned: 09/12/2012*	representing	**COUNTRYWIDE FINANCIAL CORPORATION** *(Defendant)*
		COUNTRYWIDE HOME LOANS, INC. *(Defendant)*
		COUNTRYWIDE MORTGAGE VENTURES, LLC *(Defendant)*
Charles W. Howle OFFICE OF THE ATTORNEY GENERAL 100 North Carson Street Carson City, NV 89701 (775) 684-1227 (775) 684-1108 (fax) whowle@ag.nv.gov *Assigned: 03/13/2012*	representing	**STATE OF NEVADA** *(Plaintiff)*

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David B. Irvin OFFICE OF VIRGINIA ATTORNEY GENERAL Antitrust and Consumer Litigation Section 900 East Main Street Richmond, VA 23219 (804) 786-4047 dirvin@oag.state.va.us *Assigned: 03/13/2012*	representing	**COMMONWEALTH OF VIRGINIA** *(Plaintiff)*
Marty Jacob Jackley OFFICE OF ATTORNEY GENRERAL 1302 E. Highway 14 Suite 1 Pierre, SD 57501 (605) 773-4819 marty.jackley@state.sd.us *Assigned: 03/13/2012*	representing	**STATE OF SOUTH DAKOTA** *(Plaintiff)*
William Farnham Johnson FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP One New York Plaza 24th Floor New York, NY 10004 (212) 859-8765 *Assigned: 11/02/2012* *PRO HAC VICE*	representing	**WELLS FARGO BANK NATIONAL ASSOCIATION** *(Defendant)*

Abigail L. Kuzman OFFICE OF THE INDIANA ATTORNEY GENERAL Consumer Protection Division 302 West Washington Street 5th Floor Indianapolis, IN 46204 (317) 234-6843 *Assigned: 03/13/2012*	representing	**STATE OF INDIANA** *(Plaintiff)*
Matthew James Lampke OHIO ATTORNEY GENERAL Mortgage Foreclosure Unit 30 East Broad Street 26th Floor Columbus, OH 43215 (614) 466-8569 matthew.lampke@ohioattorneygeneral.gov *Assigned: 04/02/2012*	representing	**STATE OF OHIO** *(Plaintiff)*
Philip A. Lehman ATTORNEY GENERAL STATE OF NORTH CAROLINA P.O. Box 629 Raleigh, NC 27602 (919) 716-6050 *Assigned: 03/13/2012*	representing	**STATE OF NORTH CAROLINA** *(Plaintiff)*
Matthew H. Lembke BRADLEY ARANT BOULT CUMMINGS LLP One Federal Place 1819 Fifth Avenue North Birmingham, AL 35203 (205) 521-8560 205-521-8800 (fax) mlembke@ba-boult.com *Assigned: 10/16/2013*	representing	**WELLS FARGO & COMPANY** *(Defendant)*

		WELLS FARGO BANK, N.A. *(Defendant)*
Theresa C. Lesher COLORADO ATTORNEY GENERAL'S OFFICE 1300 Broadway Ralph L. Carr Colorado Judicial Center - 7th Floor Denver, CO 80203 (720) 508-6231 terri.lesher@state.co.us *Assigned: 02/03/2014*	representing	**STATE OF COLORADO** *(Plaintiff)*
Laura J. Levine OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL Consumer Frauds & Protection Bureau 120 Broadway New York, NY 10271 (212) 416-8313 Laura.Levine@ag.ny.gov *Assigned: 10/02/2013*	representing	**STATE OF NEW YORK** *(Plaintiff)*
David Mark Louie STATE OF HAWAII DEPARTMENT OF THE ATTORNEY GENERAL 425 Queen Street Honolulu, HI 96813 (808) 586-1282 david.m.louie@hawaii.gov *Assigned: 03/13/2012*	representing	**STATE OF HAWAII** *(Plaintiff)*

Robert R. Maddox BRADLEY AVANT BOULT CUMMINGS LLP 1819 5th Avenue N Birmingham, AL 35203 (205) 521-8000 rmaddox@babc.com *Assigned: 05/07/2012*	representing	**ALLY FINANCIAL, INC.** *(Defendant)*
		GMAC MORTGAGE, LLC *(Defendant)*
		GMAC RESIDENTIAL FUNDING CO., LLC *(Defendant)*
		RESIDENTIAL CAPITAL, LLC *(Defendant)*
		OCWEN LOAN SERVICING, LLC *(successors by assignment to Residential Capital, LLC and GMAC Mortgage, LLC*
		GREEN TREE SERVICING LLC *(successors by assignment to Residential Capital, LLC and GMAC Mortgage, LLC*
		WELLS FARGO & COMPANY *(Defendant)*

		WELLS FARGO BANK, N.A. *(Defendant)*
Carolyn Ratti Matthews ARIZONA ATTORNEY GENERAL 1275 West Washington Phoenix, AZ 85007 (602) 542-7731 Catherine.Jacobs@azag.gov *Assigned: 04/23/2012*	representing	**STATE OF ARIZONA** *(Plaintiff)*
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Jill L. Miles WEST VIRGINIA ATTORNEY GENERAL'S OFFICE Consumer Protection Division 1900 Kanawha Boulevard East Capitol Complex, Building 1, Room 26E Charleston, WV 25305 (304) 558-8986 JLM@WVAGO.GOV *Assigned: 04/24/2012*	representing	**STATE OF WEST VIRGINIA** *(Plaintiff)*

Thomas J. Miller IOWA DEPARTMENT OF JUSTICE Administrative Services Hoover State Office Building 1305 East Walnut Street Des Moines, IA 50319 (515) 281-8373 *Assigned: 03/13/2012*	representing	**STATE OF IOWA** *(Plaintiff)*
Michael Joseph Missal K & L Gates 1601 K Street, NW Washington, DC 20006 (202) 778-9302 202-778-9100 (fax) michael.missal@klgates.com *Assigned: 05/08/2012*	representing	**CITIGROUP, INC.** *(Defendant)*
		WELLS FARGO & COMPANY *(Defendant)*
		WELLS FARGO BANK NATIONAL ASSOCIATION *(Defendant)*
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		CITIGROUP, INC. *(Defendant)*
		CITIMORTGAGE, INC. *(Defendant)*
Carl J. Nichols WILMER CUTLER PICKERING HALE & DORR LLP 1875 Pennsylvania Avenue, NW Washington, DC 20006 (202) 663-6226 carl.nichols@wilmerhale.com *Assigned: 05/29/2013*	representing	**BAC HOME LOANS SERVICING, LP** *(Defendant)*
		BANK OF AMERICA CORPORATION *(Defendant)*

		BANK OF AMERICA, N.A., *(Defendant)*
		COUNTRYWIDE BANK, FSB *(Defendant)*
Jennifer M. O'Connor WILMER CUTLER PICKERING HALE & DORR 1875 Pennsylvania Avenue, NW Washington, DC 20006 (202) 663-6110 (202) 663-6363 (fax) jennifer.o'connor@wilmerhale.com *Assigned: 04/25/2012*	representing	**BANK OF AMERICA CORPORATION** *(Defendant)*
		BANK OF AMERICA, N.A., *(Defendant)*
		BAC HOME LOANS SERVICING, LP *(Defendant)*
		COUNTRYWIDE BANK, FSB *(Defendant)*
Melissa J. O'Neill OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL Consummer Frauds and Protection Bureau 120 Broadway New York, NY 10271 (212) 416-8133 melissa.o'neill@ag.ny.gov *Assigned: 10/02/2013*	representing	**STATE OF NEW YORK** *(Plaintiff)*

D. J. Pascoe MICHIGAN DEPARTMENT OF ATTORNEY GENERAL Corporate Oversight Division 525 W. Ottawa G. Mennen Williams Building, 6th Floor Lansing, MI 48909 (517) 373-1160 *Assigned: 10/03/2012*	representing	**STATE OF MICHIGAN** *(Plaintiff)*
Gregory Alan Phillips WYOMING ATTORNEY GENERAL'S OFFICE 123 State Capitol Building Cheyenne, WY 82002 (307) 777-7841 greg.phillips@wyo.gov *Assigned: 03/13/2012*	representing	**STATE OF WYOMING** *(Plaintiff)*
Andrew John Pincus MAYER BROWN, LLP 1999 K Street, NW Washington, DC 20006 (202) 263-3220 (202) 263-3300 (fax) apincus@mayerbrown.com *Assigned: 01/21/2014*	representing	**CITIBANK, N.A.** *(Defendant)*
		CITIGROUP, INC. *(Defendant)*
		CITIMORTGAGE, INC. *(Defendant)*

Sanettria Glasper Pleasant DEPARTMENT OF JUSTICE FOR LOUISIANA 1885 North Third Street 4th Floor Baton Rouge, LA 70802 (225) 326-6452 PleasantS@ag.state.la.us *Assigned: 03/13/2012*	representing	**STATE OF LOUISIANA** *(Plaintiff)*
Holly C Pomraning STATE OF WISCONSIN DEPARTMENT OF JUSTICE 17 West MAin Street Madison, WI 53707 (608) 266-5410 pomraninghc@doj.state.wi.us *Assigned: 03/13/2012*	representing	**STATE OF WISCONSIN** *(Plaintiff)*
Jeffrey Kenneth Powell OFFICE OF THE NEW YORK ATTORNEY GENERAL 120 Broadway 3rd Floor New York, NY 10271-0332 (212) 416-8309 jeffrey.powell@ag.ny.gov *Assigned: 03/13/2012*	representing	**STATE OF NEW YORK** *(Plaintiff)*
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		WELLS FARGO BANK, N.A. *(Defendant)*
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		WELLS FARGO BANK, N.A. *(Defendant)*
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William Joseph Schneider ATTORNEY GENERAL'S OFFICE 111 Sewall Street State House Station #6 Augusta, MA 04333 (207) 626-8800 william.j.schneider@maine.gov *Assigned: 03/13/2012*	representing	**STATE OF MAINE** *(Plaintiff)*
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Amy Pritchard Williams K & L GATES LLP 214 North Tryon Street Charlotte, NC 28202 (704) 331-7429 *Assigned: 11/02/2012* *PRO HAC VICE*	representing	**WELLS FARGO BANK NATIONAL ASSOCIATION** *(Defendant)*
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Katherine Winfree OFFICE OF THE ATTORNEY GENERAL OF MARYLAND 200 Saint Paul Place 20th Floor Baltimore, MD 21201 (410) 576-7051 *Assigned: 03/13/2012*	representing	**STATE OF MARYLAND** *(Plaintiff)*

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		CITIGROUP, INC. *(Defendant)*
		CITIMORTGAGE, INC. *(Defendant)*
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ATTACHMENT 1
Exhibits D, D-1, E and I

See Attached

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FILED
APR - 4 2012
Clerk, U.S. District & Bankruptcy
Courts for the District of Columbia

UNITED STATES OF AMERICA, *et al.*, Plaintiffs, v. BANK OF AMERICA CORP. *et al.*, Defendants.	12 0361 Civil Action No. ________

CONSENT JUDGMENT

WHEREAS, Plaintiffs, the United States of America and the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming, the Commonwealths of Kentucky, Massachusetts, Pennsylvania and Virginia, and the District of Columbia filed their complaint on March 12, 2012, alleging that Bank of America Corporation, Bank of America, N.A., BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Countrywide Home Loans, Inc., Countrywide Financial Corporation, Countrywide Mortgage Ventures, LLC, and Countrywide Bank, FSB (collectively, for the sake of convenience only, "Defendant") violated, among other laws, the Unfair and Deceptive Acts and Practices laws of the Plaintiff States, the False Claims Act, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, the Servicemembers Civil Relief Act, and the Bankruptcy Code and Federal Rules of Bankruptcy Procedure;

WHEREAS, the parties have agreed to resolve their claims without the need for litigation;

WHEREAS, Defendant has consented to entry of this Consent Judgment without trial or adjudication of any issue of fact or law and to waive any appeal if the Consent Judgment is entered as submitted by the parties;

WHEREAS, Defendant, by entering into this Consent Judgment, does not admit the allegations of the Complaint other than those facts deemed necessary to the jurisdiction of this Court;

WHEREAS, the intention of the United States and the States in effecting this settlement is to remediate harms allegedly resulting from the alleged unlawful conduct of the Defendant;

AND WHEREAS, Defendant has agreed to waive service of the complaint and summons and hereby acknowledges the same;

NOW THEREFORE, without trial or adjudication of issue of fact or law, without this Consent Judgment constituting evidence against Defendant, and upon consent of Defendant, the Court finds that there is good and sufficient cause to enter this Consent Judgment, and that it is therefore ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, 1355(a), and 1367, and under 31 U.S.C. § 3732(a) and (b), and over

Defendant. The Complaint states a claim upon which relief may be granted against Defendant. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)(2) and 31 U.S.C. § 3732(a).

II. SERVICING STANDARDS

2. Bank of America, N.A. shall comply with the Servicing Standards, attached hereto as Exhibit A, in accordance with their terms and Section A of Exhibit E, attached hereto.

III. FINANCIAL TERMS

3. *Payment Settlement Amounts.* Bank of America Corporation and/or its affiliated entities shall pay or cause to be paid into an interest bearing escrow account to be established for this purpose the sum of $2,382,415,075, which sum shall be added to funds being paid by other institutions resolving claims in this litigation (which sum shall be known as the "Direct Payment Settlement Amount") and which sum shall be distributed in the manner and for the purposes specified in Exhibit B. Payment shall be made by electronic funds transfer no later than seven days after the Effective Date of this Consent Judgment, pursuant to written instructions to be provided by the United States Department of Justice. After the required payment has been made, Defendant shall no longer have any property right, title, interest or other legal claim in any funds held in escrow. The interest bearing escrow account established by this Paragraph 3 is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1 of the U.S. Internal Revenue Code of 1986, as amended. The Monitoring Committee established in Paragraph 8 shall, in its sole discretion, appoint an escrow agent ("Escrow Agent") who shall hold and distribute funds as provided herein. All costs and expenses of the Escrow Agent, including taxes, if any, shall be paid from the funds under its control, including any interest earned on the funds.

4. *Payments to Foreclosed Borrowers.* In accordance with written instructions from the State members of the Monitoring Committee, for the purposes set forth in Exhibit C, the Escrow Agent shall transfer from the escrow account to the Administrator appointed under Exhibit C $1,489,813,925.00 (the "Borrower Payment Amount") to enable the Administrator to provide cash payments to borrowers whose homes were finally sold or taken in foreclosure between and including January 1, 2008 and December 31, 2011; who submit claims for harm allegedly arising from the Covered Conduct (as that term is defined in Exhibit G hereto); and who otherwise meet criteria set forth by the State members of the Monitoring Committee. The Borrower Payment Amount and any other funds provided to the Administrator for these purposes shall be administered in accordance with the terms set forth in Exhibit C.

5. *Consumer Relief.* Defendant shall provide $7,626,200,000 of relief to consumers who meet the eligibility criteria in the forms and amounts described in Paragraphs 1-8 of Exhibit D, and $948,000,000 of refinancing relief to consumers who meet the eligibility criteria in the forms and amounts described in Paragraph 9 of Exhibit D, to remediate harms allegedly caused by the alleged unlawful conduct of Defendant. Defendant shall receive credit towards such obligation as described in Exhibit D.

IV. ENFORCEMENT

6. The Servicing Standards and Consumer Relief Requirements, attached as Exhibits A and D, are incorporated herein as the judgment of this Court and shall be enforced in accordance with the authorities provided in the Enforcement Terms, attached hereto as Exhibit E.

7. The Parties agree that Joseph A. Smith, Jr. shall be the Monitor and shall have the authorities and perform the duties described in the Enforcement Terms, attached hereto as Exhibit E.

8. Within fifteen (15) days of the Effective Date of this Consent Judgment, the participating state and federal agencies shall designate an Administration and Monitoring Committee (the "Monitoring Committee") as described in the Enforcement Terms. The Monitoring Committee shall serve as the representative of the participating state and federal agencies in the administration of all aspects of this and all similar Consent Judgments and the monitoring of compliance with it by the Defendant.

V. RELEASES

9. The United States and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims, and remedies, as provided in the Federal Release, attached hereto as Exhibit F. The United States and Defendant have also agreed that certain claims, and remedies are not released, as provided in Paragraph 11 of Exhibit F. The releases contained in Exhibit F shall become effective upon payment of the Direct Payment Settlement Amount by Defendant.

10. The State Parties and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims, and remedies, as provided in the State Release, attached hereto as Exhibit G. The State Parties and Defendant have also agreed that certain claims, and remedies are not released, as provided in Part IV of Exhibit G. The releases contained in Exhibit G shall become effective upon payment of the Direct Payment Settlement Amount by Defendant.

VI. SERVICEMEMBERS CIVIL RELIEF ACT

11. The United States and Defendant have agreed to resolve certain claims arising under the Servicemembers Civil Relief Act ("SCRA") in accordance with the terms provided in Exhibit H. Any obligations undertaken pursuant to the terms provided in Exhibit H, including

any obligation to provide monetary compensation to servicemembers, are in addition to the obligations undertaken pursuant to the other terms of this Consent Judgment. Only a payment to an individual for a wrongful foreclosure pursuant to the terms of Exhibit H shall be reduced by the amount of any payment from the Borrower Payment Amount.

VII. OTHER TERMS

12. The United States and any State Party may withdraw from the Consent Judgment and declare it null and void with respect to that party if the Consumer Relief Payments (as that term is defined in Exhibit F (Federal Release)) required under this Consent Judgment are not made and such non-payment is not cured within thirty days of written notice by the party.

13. This Court retains jurisdiction for the duration of this Consent Judgment to enforce its terms. The parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

14. The Effective Date of this Consent Judgment shall be the date on which the Consent Judgment has been entered by the Court and has become final and non-appealable. An order entering the Consent Judgment shall be deemed final and non-appealable for this purpose if there is no party with a right to appeal the order on the day it is entered.

15. This Consent Judgment shall remain in full force and effect for three and one-half years from the date it is entered ("the Term"), at which time Defendant's obligations under the Consent Judgment shall expire, except that, pursuant to Exhibit E, Bank of America, N.A. shall submit a final Quarterly Report for the last quarter or portion thereof falling within the Term and cooperate with the Monitor's review of said report, which shall be concluded no later than six months after the end of the Term. Defendant shall have no further obligations under this

Consent Judgment six months after the expiration of the Term, but the Court shall retain jurisdiction for purposes of enforcing or remedying any outstanding violations that are identified in the final Monitor Report and that have occurred but not been cured during the Term.

16. Except as otherwise agreed in Exhibit B, each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

17. Nothing in this Consent Judgment shall relieve Defendant of its obligation to comply with applicable state and federal law.

18. The United States and Defendant further agree to the additional terms contained in Exhibit I hereto.

19. The sum and substance of the parties' agreement and of this Consent Judgment are reflected herein and in the Exhibits attached hereto. In the event of a conflict between the terms of the Exhibits and paragraphs 1-18 of this summary document, the terms of the Exhibits shall govern.

SO ORDERED this 4 day of April, 2012

Rosemary M Collyer

UNITED STATES DISTRICT JUDGE

EXHIBIT D

Consumer Relief Requirements

Any Servicer as defined in the Servicing Standards set forth in Exhibit A to this Consent Judgment (hereinafter "Servicer" or "Participating Servicer") agrees that it will not implement any of the Consumer Relief Requirements described herein through policies that are intended to (i) disfavor a specific geography within or among states that are a party to the Consent Judgment or (ii) discriminate against any protected class of borrowers. This provision shall not preclude the implementation of pilot programs in particular geographic areas.

Any discussion of property in these Consumer Relief Requirements, including any discussion in Table 1 or other documents attached hereto, refers to a 1-4 unit single-family property (hereinafter, "Property" or collectively, "Properties").

Any consumer relief guidelines or requirements that are found in Table 1 or other documents attached hereto, are hereby incorporated into these Consumer Relief Requirements and shall be afforded the same deference as if they were written in the text below.

For the avoidance of doubt, subject to the Consumer Relief Requirements described below, Servicer shall receive credit for consumer relief activities with respect to loans insured or guaranteed by the U.S. Department of Housing and Urban Development, U.S. Department of Veterans Affairs, or the U.S. Department of Agriculture in accordance with the terms and conditions herein, provided that nothing herein shall be deemed to in any way relieve Servicer of the obligation to comply with the requirements of the U.S. Department of Housing and Urban Development, U.S. Department of Veterans Affairs, and the U.S. Department of Agriculture with respect to the servicing of such loans.

Servicer shall not, in the ordinary course, require a borrower to waive or release legal claims and defenses as a condition of approval for loss mitigation activities under these Consumer Relief Requirements. However, nothing herein shall preclude Servicer from requiring a waiver or release of legal claims and defenses with respect to a Consumer Relief activity offered in connection with the resolution of a contested claim, when the borrower would not otherwise have received as favorable terms or when the borrower receives additional consideration.

Programmatic exceptions to the crediting available for the Consumer Relief Requirements listed below may be granted by the Monitoring Committee on a case-by-case basis.

To the extent a Servicer is responsible for the servicing of a mortgage loan to which these Consumer Relief Requirements may apply, the Servicer shall receive credit for all consumer relief and refinancing activities undertaken in connection with such mortgage loan by any of its subservicers to the same extent as if Servicer had undertaken such activities itself.[*]

1. First Lien Mortgage Modifications

   a. Servicer will receive credit under Table 1, Section 1, for first-lien mortgage loan modifications made in accordance with the guidelines set forth in this Section 1.

   b. First liens on occupied[1] Properties with an unpaid principal balance ("UPB") prior to capitalization at or below the highest GSE conforming loan limit cap as of January 1, 2010 shall constitute at least 85% of the eligible credits for first liens (the "Applicable Limits").

   c. Eligible borrowers must be at least 30 days delinquent or otherwise qualify as being at imminent risk of default due to borrower's financial situation.

   d. Eligible borrowers' pre-modification loan-to-value ratio ("LTV") is greater than 100%.

   e. Post-modification payment should target a debt-to-income ratio ("DTI")[2] of 31% (or an affordability measurement consistent with HAMP guidelines) and a modified LTV[3] of no greater than 120%, provided that eligible borrowers receive a modification that meets the following terms:

      i. Payment of principal and interest must be reduced by at least 10%.

      ii. Where LTV exceeds 120% at a DTI of 31%, principal shall be reduced to a LTV of 120%, subject to a minimum DTI of 25% (which minimum may be waived by Servicer at Servicer's sole

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* If a Servicer holds a mortgage loan but does not service or control the servicing rights for such loan (either through its own servicing operations or a subservicer), then no credit shall be granted to that Servicer for consumer relief and refinancing activities related to that loan.

1 Servicer may rely on a borrower's statement, at the time of the modification evaluation, that a Property is occupied or that the borrower intends to rent or re-occupy the property.

2 Consistent with HAMP, DTI is based on first-lien mortgage debt only. For non-owner-occupied properties, Servicer shall consider other appropriate measures of affordability.

3 For the purposes of these guidelines, LTV may be determined in accordance with HAMP PRA.

discretion), provided that for investor-owned loans, the LTV and DTI need not be reduced to a level that would convert the modification to net present value ("NPV") negative.

f. DTI requirements may be waived for first lien mortgages that are 180 days or more delinquent as long as payment of principal and interest is reduced by at least 20% and LTV is reduced to at least 120%.

g. Servicer shall also be entitled to credit for any amounts of principal reduction which lower LTV below 120%.

h. When Servicer reduces principal on a first lien mortgage via its proprietary modification process, and a Participating Servicer owns the second lien mortgage, the second lien shall be modified by the second lien owning Participating Servicer in accordance with Section 2.c.i below, provided that any Participating Servicer other than the five largest servicers shall be given a reasonable amount of time, as determined by the Monitor, after that Participating Servicer's Start Date to make system changes necessary to participate in and implement this requirement. Credit for such second lien mortgage write-downs shall be credited in accordance with the second lien percentages and cap described in Table 1, Section 2.

i. In the event that, in the first 6 months after Servicer's Start Date (as defined below), Servicer temporarily provides forbearance or conditional forgiveness to an eligible borrower as the Servicer ramps up use of principal reduction, Servicer shall receive credit for principal reduction on such modifications provided that (i) Servicer may not receive credit for both the forbearance and the subsequent principal reduction and (ii) Servicer will only receive the credit for the principal reduction once the principal is actually forgiven in accordance with these Consumer Relief Requirements and Table 1.

j. Eligible modifications include any modification that is made on or after Servicer's Start Date, including:

   i. Write-offs made to allow for refinancing under the FHA Short Refinance Program;

   ii. Modifications under the Making Home Affordable Program (including the Home Affordable Modification Program ("HAMP") Tier 1 or Tier 2) or the Housing Finance Agency Hardest Hit Fund ("HFA Hardest Hit Fund") (or any other federal program) where principal is forgiven, except to the extent that state or federal funds paid to Servicer in its capacity as an investor are the source of a Servicer's credit claim.

iii. Modifications under other proprietary or other government modification programs, provided that such modifications meet the guidelines set forth herein.[4]

2. Second Lien Portfolio Modifications

   a. Servicer is required to adhere to these guidelines in order to receive credit under Table 1, Section 2.

   b. A write-down of a second lien mortgage will be creditable where such write-down facilitates either (a) a first lien modification that involves an occupied Property for which the borrower is 30 days delinquent or otherwise at imminent risk of default due to the borrower's financial situation; or (b) a second lien modification that involves an occupied Property with a second lien which is at least 30 days delinquent or otherwise at imminent risk of default due to the borrower's financial situation.

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4 Two examples are hereby provided. Example 1: on a mortgage loan at 175% LTV, when a Servicer (in its capacity as an investor) extinguishes $75 of principal through the HAMP Principal Reduction Alternative ("PRA") modification in order to bring the LTV down to 100%, if the Servicer receives $28.10 in PRA principal reduction incentive payments from the U.S. Department of the Treasury for that extinguishment, then the Servicer may claim $46.90 of principal reduction for credit under these Consumer Relief Requirements:

LTV Reduction Band:	HAMP-PRA Incentive Amount Received:	Allowable Settlement Credit:
175% LTV to 140% LTV	$10.50 (35% LTV * $0.30)	$24.50 ((35% LTV-$10.50) * $1.00)
140% LTV to 115% LTV	$11.30 (25% LTV * $0.45)	$13.70 ((25% LTV-$11.30) * $1.00)
115% LTV to 105% LTV	$6.30 (10% LTV * $0.63)	$3.70 ((10% LTV-$6.30) * $1.00)
105% LTV to 100% LTV	None (no credit below 105% LTV)	$5.00 (5% LTV * $1.00)
Total:	**$28.10**	**$46.90**

Example 2: on a mortgage loan at 200% LTV, when a Servicer (in its capacity as an investor) extinguishes $100 of principal through a HAMP-PRA modification in order to bring the LTV down to 100%, if the Servicer receives $35.60 in PRA principal reduction incentive payments from Treasury for that extinguishment, then although the Servicer would have funded $64.40 in principal reduction on that loan, the Servicer may claim $55.70 of principal reduction for credit under these Consumer Relief Requirements:

LTV Reduction Band:	HAMP-PRA Incentive Amount Received:	Allowable Settlement Credit:
200% LTV to 175% LTV	$7.50 (25% LTV * $0.30)	$8.80 ((25% LTV-$7.50) * $0.50)
175% LTV to 140% LTV	$10.50 (35% LTV * $0.30)	$24.50 ((35% LTV-$10.50) * $1.00)
140% LTV to 115% LTV	$11.30 (25% LTV * $0.45)	$13.70 ((25% LTV-$11.30) * $1.00)
115% LTV to 105% LTV	$6.30 (10% LTV * $0.63)	$3.70 ((10% LTV-$6.30) * $1.00)
105% LTV to 100% LTV	None (no credit below 105% LTV)	$5.00 (5% LTV * $1.00)
Total:	**$35.60**	**$55.70**

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c. Required Second Lien Modifications:

   i. Servicer agrees that it must write down second liens consistent with the following program until its Consumer Relief Requirement credits are fulfilled:

      1. A write-down of a second lien mortgage will be creditable where a successful first lien modification is completed by a Participating Servicer via a servicer's proprietary, non-HAMP modification process, in accordance with Section 1, with the first lien modification meeting the following criteria:

         a. Minimum 10% payment reduction (principal and interest);

         b. Income verified;

         c. A UPB at or below the Applicable Limits; and

         d. Post-modification DTI[5] between 25% and 31%.

      2. If a Participating Servicer has completed a successful proprietary first lien modification and the second lien loan amount is greater than $5,000 UPB and the current monthly payment is greater than $100, then:

         a. Servicer shall extinguish and receive credit in accordance with Table 1, Section 2.iii on any second lien that is greater than 180 days delinquent.

         b. Otherwise, Servicer shall solve for a second lien payment utilizing the HAMP Second Lien Modification Program ("2MP") logic used as of January 26, 2012.

         c. Servicer shall use the following payment waterfall:

            i. Forgiveness equal to the lesser of (a) achieving 115% combined loan-to-value ratio ("CLTV") or (b) 30% UPB (subject to minimum forgiveness level); then

            ii. Reduce rate until the 2MP payment required by 2MP logic as of January 26, 2012; then

[5] Consistent with HAMP, DTI is based on first-lien mortgage debt only. For non-owner-occupied properties, Servicer shall consider other appropriate measures of affordability.

iii. Extend term to "2MP Term" (greater of modified first or remaining second).

d. Servicer shall maintain an I/O product option consistent with 2MP protocols.

d. Eligible second lien modifications include any modification that is made on or after Servicer's Start Date, including:

i. Principal reduction or extinguishments through the Making Home Affordable Program (including 2MP), the FHA Short Refinance Second Lien ("FHA2LP") Program or the HFA Hardest Hit Fund (or any other federal program), except (to the extent) that state or federal funds are the source of a Servicer's credit claim.

ii. Second lien write-downs or extinguishments completed under proprietary modification programs, are eligible, provided that such write-downs or extinguishments meet the guidelines as set forth herein.

e. Extinguishing balances of second liens to support the future ability of individuals to become homeowners will be credited based on applicable credits in Table 1.

3. Enhanced Borrower Transitional Funds

Servicer may receive credit, as described in Table 1, Section 3, for providing additional transitional funds to homeowners in connection with a short sale or deed-in-lieu of foreclosure to homeowners for the amount above $1,500.

4. Short Sales

a. As described in the preceding paragraph, Servicer may receive credit for providing incentive payments for borrowers on or after Servicer's Start Date who are eligible and amenable to accepting such payments in return for a dignified exit from a Property via short sale or similar program. Credit shall be provided in accordance with Table 1, Section 3.i.

b. To facilitate such short sales, Servicer may receive credit for extinguishing second liens on or after Servicer's Start Date under Table 1, Section 4.

c. Short sales through the Home Affordable Foreclosure Alternatives (HAFA) Program or any HFA Hardest Hit Fund program or proprietary programs closed on or after Servicer's Start Date are eligible.

d. Servicer shall be required to extinguish a second lien owned by Servicer behind a successful short sale/deed-in-lieu conducted by a Participating Servicer (provided that any Participating Servicer other than the five largest servicers shall be given a reasonable amount of time, as determined by the Monitor, after their Start Date to make system changes necessary to participate in and implement this requirement) where the first lien is greater than 100% LTV and has a UPB at or below the Applicable Limits, until Servicer's Consumer Relief Requirement credits are fulfilled. The first lien holder would pay to the second lien holder 8% of UPB, subject to a $2,000 floor and an $8,500 ceiling. The second lien holder would then release the note or lien and waive the balance.

5. Deficiency Waivers

    a. Servicer may receive credit for waiving deficiency balances if not eligible for credit under some other provision, subject to the cap provided in the Table 1, Section 5.i.

    b. Credit for such waivers of any deficiency is only available where Servicer has a valid deficiency claim, meaning where Servicer can evidence to the Monitor that it had the ability to pursue a deficiency against the borrower but waived its right to do so after completion of the foreclosure sale.

6. Forbearance for Unemployed Borrowers

    a. Servicer may receive credit for forgiveness of payment of arrearages on behalf of an unemployed borrower in accordance with Table 1, Section 6.i.

    b. Servicer may receive credit under Table 1, Section 6.ii., for funds expended to finance principal forbearance solutions for unemployed borrowers as a means of keeping them in their homes until such time as the borrower can resume payments. Credit will only be provided beginning in the 7th month of the forbearance under Table 1, Section 6.ii.

7. Anti-Blight Provisions

    a. Servicer may receive credit for certain anti-blight activities in accordance with and subject to caps contained in Table 1, Section 7.

    b. Any Property value used to calculate credits for this provision shall have a property evaluation meeting the standards acceptable under the Making Home Affordable programs received within 3 months of the transaction.

8. Benefits for Servicemembers

    a. Short Sales

        i. Servicer shall, with respect to owned portfolio first liens, provide servicemembers who qualify for SCRA benefits ("Eligible Servicemembers") a short sale agreement containing a predetermined minimum net proceeds amount ("Minimum Net Proceeds") that Servicer will accept for short sale transaction upon receipt of the listing agreement and all required third-party approvals. The Minimum Net Proceeds may be expressed as a fixed dollar amount, as a percentage of the current market value of the property, or as a percentage of the list price as approved by Servicer. After providing the Minimum Net Proceeds, Servicer may not increase the minimum net requirements above the Minimum Net Proceeds amount until the initial short sale agreement termination date is reached (not less than 120 calendar days from the date of the initial short sale agreement). Servicer must document subsequent changes to the Minimum Net Proceeds when the short sale agreement is extended.

ii. Eligible Servicemembers shall be eligible for this short sale program if: (a) they are an active duty full-time status Eligible Servicemember; (b) the property securing the mortgage is not vacant or condemned; (c) the property securing the mortgage is the Eligible Servicemember's primary residence (or, the property was his or her principal residence immediately before he or she moved pursuant to a Permanent Change of Station ("PCS") order dated on or after October 1, 2010; (d) the Eligible Servicemember purchased the subject primary residence on or after July 1, 2006 and before December 31, 2008; and (e) the Eligible Servicemember relocates or has relocated from the subject property not more than 12 months prior to the date of the short sale agreement to a new duty station or home port outside a 50-mile radius of the Eligible Servicemember's former duty station or home port under a PCS. Eligible Servicemembers who have relocated may be eligible if the Eligible Servicemember provides documentation that the property was their principal residence prior to relocation or during the 12-month period prior to the date of the short sale agreement.

b. Short Sale Waivers

i. If an Eligible Servicemember qualifies for a short sale hereunder and sells his or her principal residence in a short sale conducted in accordance with Servicer's then customary short sale process, Servicer shall, in the case of an owned portfolio first lien, waive the additional amount owed by the Eligible Servicemember so long as it is less than $250,000.

ii. Servicer shall receive credit under Table 1, Section 4, for mandatory waivers of amounts under this Section 8.b.

c. With respect to the refinancing program described in Section 9 below, Servicer shall use reasonable efforts to identify active servicemembers in its owned portfolio who would qualify and to solicit those individuals for the refinancing program.

9. Refinancing Program

   a. Servicer shall create a refinancing program for current borrowers. Servicer shall provide notification to eligible borrowers indicating that they may refinance under the program described herein. The minimum occupied Property eligibility criteria for such a program shall be:

      i. The program shall apply only to Servicer-owned first lien mortgage loans.

      ii. Loan must be current with no delinquencies in past 12 months.

      iii. Fixed rate loans, ARMS, or I/Os are eligible if they have an initial period of 5 years or more.

      iv. Current LTV is greater than 100%.

      v. Loans must have been originated prior to January 1, 2009.

      vi. Loan must not have received any modification in the past 24 months.

      vii. Loan must have a current interest rate of at least 5.25 % or PMMS + 100 basis points, whichever is greater.

      viii. The minimum difference between the current interest rate and the offered interest rate under this program must be at least 25 basis points or there must be at least a $100 reduction in monthly payment.

      ix. Maximum UPB will be an amount at or below the Applicable Limits.

      x. The following types of loans are excluded from the program eligibility:

         1. FHA/VA

         2. Property outside the 50 States, DC, and Puerto Rico

         3. Loans on Manufactured Homes

         4. Loans for borrowers who have been in bankruptcy anytime within the prior 24 months

         5. Loans that have been in foreclosure within the prior 24 months

   b. The refinancing program shall be made available to all borrowers fitting the minimum eligibility criteria described above in 9.a. Servicer will be free to extend the program to other customers beyond the minimum eligibility criteria provided above and will receive credit under this Agreement for such refinancings, provided that such customers have an

LTV of over 80%, and would not have qualified for a refinance under Servicer's generally-available refinance programs as of September 30, 2011. Notwithstanding the foregoing, Servicer shall not be required to solicit or refinance borrowers who do not satisfy the eligibility criteria under 9.a above. In addition, Servicer shall not be required to refinance a loan under circumstances that, in the reasonable judgment of the Servicer, would result in Troubled Debt Restructuring ("TDR") treatment. A letter to the United States Securities and Exchange Commission regarding TDR treatment, dated November 22, 2011, shall be provided to the Monitor for review.

c. The structure of the refinanced loans shall be as follows:

   i. Servicer may offer refinanced loans with reduced rates either:

      1. For the life of the loan;

      2. For loans with current interest rates above 5.25% or PMMS + 100 basis points, whichever is greater, the interest rate may be reduced for 5 years. After the 5 year fixed interest rate period, the rate will return to the preexisting rate subject to a maximum rate increase of 0.5% annually; or

      3. For loans with an interest rate below 5.25% or PMMS + 100 basis points, whichever is greater, the interest rate may be reduced to obtain at least a 25 basis point interest rate reduction or $100 payment reduction in monthly payment, for a period of 5 years, followed by 0.5% annual interest rate increases with a maximum ending interest rate of 5.25% or PMMS + 100 basis points.

   ii. The original term of the loan may be changed.

   iii. Rate reduction could be done through a modification of the existing loan terms or refinance into a new loan.

   iv. New term of the loan has to be a fully amortizing product.

   v. The new interest rate will be capped at 100 basis points over the PMMS rate or 5.25%, whichever is greater, during the initial rate reduction period.

d. Banks fees and expenses shall not exceed the amount of fees charged by Banks under the current Home Affordable Refinance Program ("HARP") guidelines.

e. The program shall be credited under these Consumer Relief Requirements as follows:

i. Credit will be calculated as the difference between the preexisting interest rate and the offered interest rate times UPB times a multiplier.

ii. The multiplier shall be as follows:

1. If the new rate applies for the life of the loan, the multiplier shall be 8 for loans with a remaining term greater than 15 years, 6 for loans with a remaining term between 10 and 15 years and 5 for loans with a remaining term less than 10 years.

2. If the new rate applies for 5 years, the multiplier shall be 5.

f. Additional dollars spent by each Servicer on the refinancing program beyond that Servicer's required commitment shall be credited 25% against that Servicer's first lien principal reduction obligation and 75% against that Servicer's second lien principal reduction obligation, up to the limits set forth in Table 1.

10. Timing, Incentives, and Payments

a. For the consumer relief and refinancing activities imposed by this Agreement, Servicer shall be entitled to receive credit against Servicer's outstanding settlement commitments for activities taken on or after Servicer's start date, March 1, 2012 (such date, the "Start Date").

b. Servicer shall receive an additional 25% credit against Servicer's outstanding settlement commitments for any first or second lien principal reduction and any amounts credited pursuant to the refinancing program within 12 months of Servicer's Start Date (e.g., a $1.00 credit for Servicer activity would count as $1.25).

c. Servicer shall complete 75% of its Consumer Relief Requirement credits within two years of the Servicer's Start Date.

d. If Servicer fails to meet the commitment set forth in these Consumer Relief Requirements within three years of Servicer's Start Date, Servicer shall pay an amount equal to 125% of the unmet commitment amount; except that if Servicer fails to meet the two year commitment noted above, and then fails to meet the three year commitment, the Servicer shall pay an amount equal to 140% of the unmet three-year commitment amount; provided, however, that if Servicer must pay any Participating State for failure to meet the obligations of a state-specific commitment to provide Consumer Relief pursuant to the terms of that commitment, then Servicer's obligation to pay under this provision shall be reduced by the amount that such a Participating State would have received under this provision and the Federal portion of the payment attributable to that

Participating State. The purpose of the 125% and 140% amounts is to encourage Servicer to meet its commitments set forth in these Consumer Relief Requirements.

11. Applicable Requirements

The provision of consumer relief by the Servicer in accordance with this Agreement in connection with any residential mortgage loan is expressly subject to, and shall be interpreted in accordance with, as applicable, the terms and provisions of the Servicer Participation Agreement with the U.S. Department of Treasury, any servicing agreement, subservicing agreement under which Servicer services for others, special servicing agreement, mortgage or bond insurance policy or related agreement or requirements to which Servicer is a party and by which it or its servicing affiliates are bound pertaining to the servicing or ownership of the mortgage loans, including without limitation the requirements, binding directions, or investor guidelines of the applicable investor (such as Fannie Mae or Freddie Mac), mortgage or bond insurer, or credit enhancer, provided, however, that the inability of a Servicer to offer a type, form or feature of the consumer relief payments by virtue of an Applicable Requirement shall not relieve the Servicer of its aggregate consumer relief obligations imposed by this Agreement, i.e., the Servicer must satisfy such obligations through the offer of other types, forms or features of consumer relief payments that are not limited by such Applicable Requirement.

EXHIBIT D-1

Table 1[1]

Menu Item	Credit Towards Settlement	Credit Cap
Consumer Relief Funds		
1. First Lien Mortgage Modification[2] PORTFOLIO LOANS		*Minimum 30% for First Lien Mods*[3] *(which can be reduced by 2.5% of overall consumer relief funds for excess refinancing program credits above the minimum amount required)*
i. First lien principal forgiveness modification	LTV </= 175%: $1.00 Write-down=$1.00 Credit LTV > 175%: $1.00 Write-down=$0.50 Credit (for only the portion of principal forgiven over 175%)	
ii. Forgiveness of forbearance amounts on existing modifications	$1.00 Write-down=$0.40 Credit	*Max 12.5%*

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[1] Where applicable, the number of days of delinquency will be determined by the number of days a loan is delinquent at the start of the earlier of the first or second lien modification process. For example, if a borrower applies for a first lien principal reduction on February 1, 2012, then any delinquency determination for a later second lien modification made pursuant to the terms of this Agreement will be based on the number of days the second lien was delinquent as of February 1, 2012.

[2] Credit for all modifications is determined from the date the modification is approved or communicated to the borrower. However, no credits shall be credited unless the payments on the modification are current as of 90 days following the implementation of the modification, including any trial period, except if the failure to make payments on the modification within the 90 day period is due to unemployment or reduced hours, in which case Servicer shall receive credit provided that Servicer has reduced the principal balance on the loan. Eligible Modifications will include any modification that is completed on or after the Start Date, as long as the loan is current 90 days after the modification is implemented.

[3] All minimum and maximum percentages refer to a percentage of total consumer relief funds.

Menu Item	**Credit Towards Settlement**	**Credit Cap**
iii. Earned forgiveness over a period of no greater than 3 years – provided consistent with PRA	LTV </= 175%: $1.00 Write-down=$.85 Credit LTV > 175%: $1.00 Write-down=$0.45 Credit (for only the portion of principal forgiven over 175%)	
<u>SERVICE FOR OTHERS</u>		
iv. First lien principal forgiveness modification on investor loans (forgiveness by investor)	$1.00 Write-down=$0.45 Credit	
v. Earned forgiveness over a period of no greater than 3 years – provided consistent with PRA	LTV </= 175%: $1.00 Write-down=$.40 Credit LTV > 175%: $1.00 Write-down=$0.20 Credit (for only the portion of principal forgiven over 175%)	
2. *Second Lien Portfolio Modifications*		*Minimum of 60% for 1st and 2nd Lien Mods (which can be reduced by 10% of overall consumer relief funds for excess refinancing program credits above the minimum amounts required)*
i. Performing Second Liens (0-90 days delinquent)	$1.00 Write-down=$0.90 Credit	

Menu Item	Credit Towards Settlement	Credit Cap
ii. Seriously Delinquent Second Liens (>90-179 days delinquent)	$1.00 Write-down=$0.50 Credit	
iii. Non-Performing Second Liens (180 or more days delinquent)	$1.00 Write-down=$0.10 Credit	
3. *Enhanced Borrower Transitional Funds*		*Max 5%*
i. Servicer Makes Payment	$1.00 Payment=$1.00 Credit (for the amount over $1,500)	
ii. Investor Makes Payment (non-GSE)	$1.00 Payment=0.45 Credit (for the amount over the $1,500 average payment established by Fannie Mae and Freddie Mac)	
4. Short Sales/Deeds in Lieu		
i. Servicer makes payment to unrelated 2nd lien holder for release of 2nd lien	$1.00 Payment=$1.00 Credit	
ii. Servicer forgives deficiency and releases lien on 1st lien Portfolio Loans	$1.00 Write-down=$0.45 Credit	
iii. Investor forgives deficiency and releases lien on 1st Lien investor loans	$1.00 Write-down=$0.20 Credit	
iv. Forgiveness of deficiency balance and release of lien on		

Menu Item	Credit Towards Settlement	Credit Cap
Portfolio Second Liens		
Performing Second Liens (0-90 days delinquent)	$1.00 Write-down=$0.90 Credit	
Seriously Delinquent Second Liens (>90-179 days delinquent)	$1.00 Write-down=$0.50 Credit	
Non-Performing Second Liens (180 or more days delinquent)	$1.00 Write-down=$0.10 Credit	
5. ***Deficiency Waivers***		*Max 10%*
i. Deficiency waived on 1st and 2nd liens loans	$1.00 Write-down=$0.10 Credit	
6. ***Forbearance for unemployed homeowners***		
i. Servicer forgives payment arrearages on behalf of borrower	$1.00 new forgiveness=$1.00 Credit	
ii. Servicer facilitates traditional forbearance program	$1.00 new forbearance = $0.05 Credit	
7. ***Anti-Blight Provisions***		*Max 12%*
i. Forgiveness of principal associated with a property where Servicer does not pursue foreclosure	$1.00 property value=$0.50 Credit	

Menu Item	Credit Towards Settlement	Credit Cap
ii. Cash costs paid by Servicer for demolition of property	$1.00 Payment=$1.00 Credit	
iii. REO properties donated to accepting municipalities or non-profits or to disabled servicemembers or relatives of deceased servicemembers	$1.00 property value=$1.00 Credit	

EXHIBIT E

Enforcement Terms

A. **Implementation Timeline.** Servicer anticipates that it will phase in the implementation of the Servicing Standards and Mandatory Relief Requirements (i) through (iv), as described in Section C.12, using a grid approach that prioritizes implementation based upon: (i) the importance of the Servicing Standard to the borrower; and (ii) the difficulty of implementing the Servicing Standard. In addition to the Servicing Standards and any Mandatory Relief Requirements that have been implemented upon entry of this Consent Judgment, the periods for implementation will be: (a) within 60 days of entry of this Consent Judgment; (b) within 90 days of entry of this Consent Judgment; and (c) within 180 days of entry of this Consent Judgment. Servicer will agree with the Monitor chosen pursuant to Section C, below, on the timetable in which the Servicing Standards and Mandatory Relief Requirements (i) through (iv) will be implemented. In the event that Servicer, using reasonable efforts, is unable to implement certain of the standards on the specified timetable, Servicer may apply to the Monitor for a reasonable extension of time to implement those standards or requirements.

B. **Monitoring Committee.** A committee comprising representatives of the state Attorneys General, State Financial Regulators, the U.S. Department of Justice, and the U.S. Department of Housing and Urban Development shall monitor Servicer's compliance with this Consent Judgment (the "Monitoring Committee"). The Monitoring Committee may substitute representation, as necessary. Subject to Section F, the Monitoring Committee may share all Monitor Reports, as that term is defined in Section D.2 below, with any releasing party.

C. **Monitor**

Retention and Qualifications and Standard of Conduct

1. Pursuant to an agreement of the parties, Joseph A. Smith Jr. is appointed to the position of Monitor under this Consent Judgment. If the Monitor is at any time unable to complete his or her duties under this Consent Judgment, Servicer and the Monitoring Committee shall mutually agree upon a replacement in accordance with the process and standards set forth in Section C of this Consent Judgment.

2. Such Monitor shall be highly competent and highly respected, with a reputation that will garner public confidence in his or her ability to perform the tasks required under this Consent Judgment. The Monitor shall have the right to employ an accounting firm or firms or other firm(s) with similar capabilities to support the Monitor in carrying out his or her duties under this Consent Judgment. Monitor and Servicer shall agree on the selection of a "Primary Professional Firm," which must have adequate capacity and resources to perform the work required under this agreement.

The Monitor shall also have the right to engage one or more attorneys or other professional persons to represent or assist the Monitor in carrying out the Monitor's duties under this Consent Judgment (each such individual, along with each individual deployed to the engagement by the Primary Professional Firm, shall be defined as a "Professional"). The Monitor and Professionals will collectively possess expertise in the areas of mortgage servicing, loss mitigation, business operations, compliance, internal controls, accounting, and foreclosure and bankruptcy law and practice. The Monitor and Professionals shall at all times act in good faith and with integrity and fairness towards all the Parties.

3. The Monitor and Professionals shall not have any prior relationships with the Parties that would undermine public confidence in the objectivity of their work and, subject to Section C.3(e), below, shall not have any conflicts of interest with any Party.

(a) The Monitor and Professionals will disclose, and will make a reasonable inquiry to discover, any known current or prior relationships to, or conflicts with, any Party, any Party's holding company, any subsidiaries of the Party or its holding company, directors, officers, and law firms.

(b) The Monitor and Professionals shall make a reasonable inquiry to determine whether there are any facts that a reasonable individual would consider likely to create a conflict of interest for the Monitor or Professionals. The Monitor and Professionals shall disclose any conflict of interest with respect to any Party.

(c) The duty to disclose a conflict of interest or relationship pursuant to this Section C.3 shall remain ongoing throughout the course of the Monitor's and Professionals' work in connection with this Consent Judgment.

(d) All Professionals shall comply with all applicable standards of professional conduct, including ethics rules and rules pertaining to conflicts of interest.

(e) To the extent permitted under prevailing professional standards, a Professional's conflict of interest may be waived by written agreement of the Monitor and Servicer.

(f) Servicer or the Monitoring Committee may move the Court for an order disqualifying any Professionals on the grounds that such Professional has a conflict of interest that has inhibited or could inhibit the Professional's ability to act in good faith and with integrity and fairness towards all Parties.

4. The Monitor must agree not to be retained by any Party, or its successors or assigns, for a period of 2 years after the conclusion of the terms of the engagement. Any Professionals who work on the engagement must agree not to work on behalf of Servicer, or its successor or assigns, for a period of 1 year after the conclusion of the term of the engagement (the "Professional Exclusion Period"). Any Firm that performs work with respect to Servicer on the engagement must agree not to perform work on behalf of Servicer, or its successor or assigns, that consists of advising Servicer on a response to the Monitor's review during the engagement and for a period of six months after the conclusion of the term of the engagement (the "Firm Exclusion Period"). The Professional Exclusion Period and Firm Exclusion Period, and terms of exclusion may be altered on a case-by-case basis upon written agreement of Servicer and the Monitor. The Monitor shall organize the work of any Firms so as to minimize the potential for any appearance of, or actual, conflicts.

Monitor's Responsibilities

5. It shall be the responsibility of the Monitor to determine whether Servicer is in compliance with the Servicing Standards and the Mandatory Relief Requirements (as defined in Section C.12) and whether Servicer has satisfied the Consumer Relief Requirements, in accordance with the authorities provided herein and to report his or her findings as provided in Section D.3, below.

6. The manner in which the Monitor will carry out his or her compliance responsibilities under this Consent Judgment and, where applicable, the methodologies to be utilized shall be set forth in a work plan agreed upon by Servicer and the Monitor, and not objected to by the Monitoring Committee (the "Work Plan").

Internal Review Group

7. Servicer will designate an internal quality control group that is independent from the line of business whose performance is being measured (the "Internal Review Group") to perform compliance reviews each calendar quarter ("Quarter") in accordance with the terms and conditions of the Work Plan (the "Compliance Reviews") and satisfaction of the Consumer Relief Requirements after the (A) end of each calendar year (and, in the discretion of the Servicer, any Quarter) and (B) earlier of the Servicer assertion that it has satisfied its obligations thereunder and the third anniversary of the Start Date (the "Satisfaction Review"). For the purposes of this provision, a group that is independent from the line of business shall be one that does not perform operational work on mortgage servicing, and ultimately reports to a Chief Risk Officer, Chief Audit

Executive, Chief Compliance Officer, or another employee or manager who has no direct operational responsibility for mortgage servicing.

8. The Internal Review Group shall have the appropriate authority, privileges, and knowledge to effectively implement and conduct the reviews and metric assessments contemplated herein and under the terms and conditions of the Work Plan.

9. The Internal Review Group shall have personnel skilled at evaluating and validating processes, decisions, and documentation utilized through the implementation of the Servicing Standards. The Internal Review Group may include non-employee consultants or contractors working at Servicer's direction.

10. The qualifications and performance of the Internal Review Group will be subject to ongoing review by the Monitor. Servicer will appropriately remediate the reasonable concerns of the Monitor as to the qualifications or performance of the Internal Review Group.

Work Plan

11. Servicer's compliance with the Servicing Standards shall be assessed via metrics identified and defined in Schedule E-1 hereto (as supplemented from time to time in accordance with Sections C.12 and C.23, below, the "Metrics"). The threshold error rates for the Metrics are set forth in Schedule E-1 (as supplemented from time to time in accordance with Sections C.12 and C.23, below, the "Threshold Error Rates"). The Internal Review Group shall perform test work to compute the Metrics each Quarter, and report the results of that analysis via the Compliance Reviews. The Internal Review Group shall perform test work to assess the satisfaction of the Consumer Relief Requirements within 45 days after the (A) end of each calendar year (and, in the discretion of the Servicer, any Quarter) and (B) earlier of (i) the end of the Quarter in which Servicer asserts that it has satisfied its obligations under the Consumer Relief Provisions and (ii) the Quarter during which the third anniversary of the Start Date occurs, and report that analysis via the Satisfaction Review.

12. In addition to the process provided under Sections C.23 and 24, at any time after the Monitor is selected, the Monitor may add up to three additional Metrics and associated Threshold Error Rates, all of which (a) must be similar to the Metrics and associated Threshold Error Rates contained in Schedule E-1, (b) must relate to material terms of the Servicing Standards, or the following obligations of Servicer: (i) after the Servicer asserts that it has satisfied its obligation to provide a refinancing program under the framework of the Consumer Relief Requirements ("Framework"), to provide notification to eligible borrowers indicating

that such borrowers may refinance under the refinancing program described in the Framework, (ii) to make the Refinancing Program available to all borrowers fitting the minimum eligibility criteria described in 9.a of the Framework, (iii) when the Servicer owns the second lien mortgage, to modify the second lien mortgage when a Participating Servicer (as defined in the Framework) reduces principal on the related first lien mortgage, as described in the Framework, (iv) with regard to servicer-owned first liens, to waive the deficiency amounts less than $250,000 if an Eligible Servicemember qualifies for a short sale under the Framework and sells his or her principal residence in a short sale conducted in accordance with Servicer's then customary short sale process, or (v) without prejudice to the implementation of pilot programs in particular geographic areas, to implement the Framework requirements through policies that are not intended to disfavor a specific geography within or among states that are a party to the Consent Judgment or discriminate against any protected class of borrowers (collectively, the obligations described in (i) through (v) are hereinafter referred to as the "Mandatory Relief Requirements"), (c) must either (i) be outcomes-based (but no outcome-based Metric shall be added with respect to any Mandatory Relief Requirement) or (ii) require the existence of policies and procedures implementing any of the Mandatory Relief Requirements or any material term of the Servicing Standards, in a manner similar to Metrics 5.B-E, and (d) must be distinct from, and not overlap with, any other Metric or Metrics. In consultation with Servicer and the Monitoring Committee, Schedule E-1 shall be amended by the Monitor to include the additional Metrics and Threshold Error Rates as provided for herein, and an appropriate timeline for implementation of the Metric shall be determined.

13. Servicer and the Monitor shall reach agreement on the terms of the Work Plan within 90 days of the Monitor's appointment, which time can be extended for good cause by agreement of Servicer and the Monitor. If such Work Plan is not objected to by the Monitoring Committee within 20 days, the Monitor shall proceed to implement the Work Plan. In the event that Servicer and the Monitor cannot agree on the terms of the Work Plan within 90 days or the agreed upon terms are not acceptable to the Monitoring Committee, Servicer and Monitoring Committee or the Monitor shall jointly petition the Court to resolve any disputes. If the Court does not resolve such disputes, then the Parties shall submit all remaining disputes to binding arbitration before a panel of three arbitrators. Each of Servicer and the Monitoring Committee shall appoint one arbitrator, and those two arbitrators shall appoint a third.

14. The Work Plan may be modified from time to time by agreement of the Monitor and Servicer. If such amendment to the Work Plan is not objected to by the Monitoring Committee within 20 days, the Monitor shall proceed to implement the amendment to the Work Plan. To the extent possible, the Monitor shall endeavor to apply the Servicing Standards uniformly across all Servicers.

15. The following general principles shall provide a framework for the formulation of the Work Plan:

    (a) The Work Plan will set forth the testing methods and agreed procedures that will be used by the Internal Review Group to perform the test work and compute the Metrics for each Quarter.

    (b) The Work Plan will set forth the testing methods and agreed procedures that will be used by Servicer to report on its compliance with the Consumer Relief Requirements of this Consent Judgment, including, incidental to any other testing, confirmation of state-identifying information used by Servicer to compile state-level Consumer Relief information as required by Section D.2.

    (c) The Work Plan will set forth the testing methods and procedures that the Monitor will use to assess Servicer's reporting on its compliance with the Consumer Relief Requirements of this Consent Judgment.

    (d) The Work Plan will set forth the methodology and procedures the Monitor will utilize to review the testing work performed by the Internal Review Group.

    (e) The Compliance Reviews and the Satisfaction Review may include a variety of audit techniques that are based on an appropriate sampling process and random and risk-based selection criteria, as appropriate and as set forth in the Work Plan.

    (f) In formulating, implementing, and amending the Work Plan, Servicer and the Monitor may consider any relevant information relating to patterns in complaints by borrowers, issues or deficiencies reported to the Monitor with respect to the Servicing Standards, and the results of prior Compliance Reviews.

    (g) The Work Plan should ensure that Compliance Reviews are commensurate with the size, complexity, and risk associated with the Servicing Standard being evaluated by the Metric.

(h) Following implementation of the Work Plan, Servicer shall be required to compile each Metric beginning in the first full Quarter after the period for implementing the Servicing Standards associated with the Metric, or any extension approved by the Monitor in accordance with Section A, has run.

Monitor's Access to Information

16. So that the Monitor may determine whether Servicer is in compliance with the Servicing Standards and Mandatory Relief Requirements, Servicer shall provide the Monitor with its regularly prepared business reports analyzing Executive Office servicing complaints (or the equivalent); access to all Executive Office servicing complaints (or the equivalent) (with appropriate redactions of borrower information other than borrower name and contact information to comply with privacy requirements); and, if Servicer tracks additional servicing complaints, quarterly information identifying the three most common servicing complaints received outside of the Executive Office complaint process (or the equivalent). In the event that Servicer substantially changes its escalation standards or process for receiving Executive Office servicing complaints (or the equivalent), Servicer shall ensure that the Monitor has access to comparable information.

17. So that the Monitor may determine whether Servicer is in compliance with the Servicing Standards and Mandatory Relief Requirements, Servicer shall notify the Monitor promptly if Servicer becomes aware of reliable information indicating Servicer is engaged in a significant pattern or practice of noncompliance with a material aspect of the Servicing Standards or Mandatory Relief Requirements.

18. Servicer shall provide the Monitor with access to all work papers prepared by the Internal Review Group in connection with determining compliance with the Metrics or satisfaction of the Consumer Relief Requirements in accordance with the Work Plan.

19. If the Monitor becomes aware of facts or information that lead the Monitor to reasonably conclude that Servicer may be engaged in a pattern of noncompliance with a material term of the Servicing Standards that is reasonably likely to cause harm to borrowers or with any of the Mandatory Relief Requirements, the Monitor shall engage Servicer in a review to determine if the facts are accurate or the information is correct.

20. Where reasonably necessary in fulfilling the Monitor's responsibilities under the Work Plan to assess compliance with the Metrics or the satisfaction of the Consumer Relief Requirements, the Monitor may request information from Servicer in addition to that provided under

Sections C.16-19. Servicer shall provide the requested information in a format agreed upon between Servicer and the Monitor.

21. Where reasonably necessary in fulfilling the Monitor's responsibilities under the Work Plan to assess compliance with the Metrics or the satisfaction of the Consumer Relief Requirements, the Monitor may interview Servicer's employees and agents, provided that the interviews shall be limited to matters related to Servicer's compliance with the Metrics or the Consumer Relief Requirements, and that Servicer shall be given reasonable notice of such interviews.

Monitor's Powers

22. Where the Monitor reasonably determines that the Internal Review Group's work cannot be relied upon or that the Internal Review Group did not correctly implement the Work Plan in some material respect, the Monitor may direct that the work on the Metrics (or parts thereof) be reviewed by Professionals or a third party other than the Internal Review Group, and that supplemental work be performed as necessary.

23. If the Monitor becomes aware of facts or information that lead the Monitor to reasonably conclude that Servicer may be engaged in a pattern of noncompliance with a material term of the Servicing Standards that is reasonably likely to cause harm to borrowers or tenants residing in foreclosed properties or with any of the Mandatory Relief Requirements, the Monitor shall engage Servicer in a review to determine if the facts are accurate or the information is correct. If after that review, the Monitor reasonably concludes that such a pattern exists and is reasonably likely to cause material harm to borrowers or tenants residing in foreclosed properties, the Monitor may propose an additional Metric and associated Threshold Error Rate relating to Servicer's compliance with the associated term or requirement. Any additional Metrics and associated Threshold Error Rates (a) must be similar to the Metrics and associated Threshold Error Rates contained in Schedule E-1, (b) must relate to material terms of the Servicing Standards or one of the Mandatory Relief Requirements, (c) must either (i) be outcomes-based (but no outcome-based Metric shall be added with respect to any Mandatory Relief Requirement) or (ii) require the existence of policies and procedures required by the Servicing Standards or the Mandatory Relief Requirements, in a manner similar to Metrics 5.B-E, and (d) must be distinct from, and not overlap with, any other Metric or Metrics. Notwithstanding the foregoing, the Monitor may add a Metric that satisfies (a)-(c) but does not satisfy (d) of the preceding sentence if the Monitor first asks the Servicer to propose, and then implement, a Corrective Action Plan, as defined below, for the material

term of the Servicing Standards with which there is a pattern of noncompliance and that is reasonably likely to cause material harm to borrowers or tenants residing in foreclosed properties, and the Servicer fails to implement the Corrective Action Plan according to the timeline agreed to with the Monitor.

24. If Monitor proposes an additional Metric and associated Threshold Error Rate pursuant to Section C.23, above, Monitor, the Monitoring Committee, and Servicer shall agree on amendments to Schedule E-1 to include the additional Metrics and Threshold Error Rates provided for in Section C.23, above, and an appropriate timeline for implementation of the Metric. If Servicer does not timely agree to such additions, any associated amendments to the Work Plan, or the implementation schedule, the Monitor may petition the court for such additions.

25. Any additional Metric proposed by the Monitor pursuant to the processes in Sections C.12, C.23, or C.24 and relating to provision VIII.B.1 of the Servicing Standards shall be limited to Servicer's performance of its obligations to comply with (1) the federal Protecting Tenants at Foreclosure Act and state laws that provide comparable protections to tenants of foreclosed properties; (2) state laws that govern relocation assistance payments to tenants ("cash for keys"); and (3) state laws that govern the return of security deposits to tenants.

D. Reporting

Quarterly Reports

1. Following the end of each Quarter, Servicer will report the results of its Compliance Reviews for that Quarter (the "Quarterly Report"). The Quarterly Report shall include: (i) the Metrics for that Quarter; (ii) Servicer's progress toward meeting its payment obligations under this Consent Judgment; (iii) general statistical data on Servicer's overall servicing performance described in Schedule Y. Except where an extension is granted by the Monitor, Quarterly Reports shall be due no later than 45 days following the end of the Quarter and shall be provided to: (1) the Monitor, and (2) the Board of Servicer or a committee of the Board designated by Servicer. The first Quarterly Report shall cover the first full Quarter after this Consent Judgment is entered.

2. Following the end of each Quarter, Servicer will transmit to each state a report (the "State Report") including general statistical data on Servicer's servicing performance, such as aggregate and state-specific information regarding the number of borrowers assisted and credited activities conducted pursuant to the Consumer Relief Requirements, as described in Schedule Y. The State Report will be delivered simultaneous with the

submission of the Quarterly Report to the Monitor. Servicer shall provide copies of such State Reports to the Monitor and Monitoring Committee.

Monitor Reports

3. The Monitor shall report on Servicer's compliance with this Consent Judgment in periodic reports setting forth his or her findings (the "Monitor Reports"). The first three Monitor Reports will each cover two Quarterly Reports. If the first three Monitor Reports do not find Potential Violations (as defined in Section E.1, below), each successive Monitor Report will cover four Quarterly Reports, unless and until a Quarterly Report reveals a Potential Violation (as defined in Section E.1, below). In the case of a Potential Violation, the Monitor may (but retains the discretion not to) submit a Monitor Report after the filing of each of the next two Quarterly Reports, provided, however, that such additional Monitor Report(s) shall be limited in scope to the Metric or Metrics as to which a Potential Violation has occurred.

4. Prior to issuing any Monitor Report, the Monitor shall confer with Servicer and the Monitoring Committee regarding its preliminary findings and the reasons for those findings. Servicer shall have the right to submit written comments to the Monitor, which shall be appended to the final version of the Monitor Report. Final versions of each Monitor Report shall be provided simultaneously to the Monitoring Committee and Servicers within a reasonable time after conferring regarding the Monitor's findings. The Monitor Reports shall be filed with the Court overseeing this Consent Judgment and shall also be provided to the Board of Servicer or a committee of the Board designated by Servicer.

5. The Monitor Report shall: (i) describe the work performed by the Monitor and any findings made by the Monitor's during the relevant period, (ii) list the Metrics and Threshold Error Rates, (iii) list the Metrics, if any, where the Threshold Error Rates have been exceeded, (iv) state whether a Potential Violation has occurred and explain the nature of the Potential Violation, and (v) state whether any Potential Violation has been cured. In addition, following each Satisfaction Review, the Monitor Report shall report on the Servicer's satisfaction of the Consumer Relief Requirements, including regarding the number of borrowers assisted and credited activities conducted pursuant to the Consumer Relief Requirements, and identify any material inaccuracies identified in prior State Reports. Except as otherwise provided herein, the Monitor Report may be used in any court hearing, trial, or other proceeding brought pursuant to this Consent Judgment pursuant to Section J, below, and shall be admissible in evidence in a proceeding brought under this Consent Judgment pursuant to Section J, below. Such admissibility shall not prejudice Servicer's right

and ability to challenge the findings and/or the statements in the Monitor Report as flawed, lacking in probative value or otherwise. The Monitor Report with respect to a particular Potential Violation shall not be admissible or used for any purpose if Servicer cures the Potential Violation pursuant to Section E, below.

Satisfaction of Payment Obligations

6. Upon the satisfaction of any category of payment obligation under this Consent Judgment, Servicer, at its discretion, may request that the Monitor certify that Servicer has discharged such obligation. Provided that the Monitor is satisfied that Servicer has met the obligation, the Monitor may not withhold and must provide the requested certification. Any subsequent Monitor Report shall not include a review of Servicer's compliance with that category of payment obligation.

Compensation

7. Within 120 days of entry of this Consent Judgment, the Monitor shall, in consultation with the Monitoring Committee and Servicer, prepare and present to Monitoring Committee and Servicer an annual budget providing its reasonable best estimate of all fees and expenses of the Monitor to be incurred during the first year of the term of this Consent Judgment, including the fees and expenses of Professionals and support staff (the "Monitoring Budget"). On a yearly basis thereafter, the Monitor shall prepare an updated Monitoring Budget providing its reasonable best estimate of all fees and expenses to be incurred during that year. Absent an objection within 20 days, a Monitoring Budget or updated Monitoring Budget shall be implemented. Consistent with the Monitoring Budget, Servicer shall pay all fees and expenses of the Monitor, including the fees and expenses of Professionals and support staff. The fees, expenses, and costs of the Monitor, Professionals, and support staff shall be reasonable. Servicer may apply to the Court to reduce or disallow fees, expenses, or costs that are unreasonable.

E. Potential Violations and Right to Cure

1. A "Potential Violation" of this Consent Judgment occurs if the Servicer has exceeded the Threshold Error Rate set for a Metric in a given Quarter. In the event of a Potential Violation, Servicer shall meet and confer with the Monitoring Committee within 15 days of the Quarterly Report or Monitor Report indicating such Potential Violation.

2. Servicer shall have a right to cure any Potential Violation.

3. Subject to Section E.4, a Potential Violation is cured if (a) a corrective action plan approved by the Monitor (the "Corrective Action Plan") is determined by the Monitor to have been satisfactorily completed in

accordance with the terms thereof; and (b) a Quarterly Report covering the Cure Period reflects that the Threshold Error Rate has not been exceeded with respect to the same Metric and the Monitor confirms the accuracy of said report using his or her ordinary testing procedures. The Cure Period shall be the first full quarter after completion of the Corrective Action Plan or, if the completion of the Corrective Action Plan occurs within the first month of a Quarter and if the Monitor determines that there is sufficient time remaining, the period between completion of the Corrective Action Plan and the end of that Quarter.

4. If after Servicer cures a Potential Violation pursuant to the previous section, another violation occurs with respect to the same Metric, then the second Potential Violation shall immediately constitute an uncured violation for purposes of Section J.3, provided, however, that such second Potential Violation occurs in either the Cure Period or the quarter immediately following the Cure Period.

5. In addition to the Servicer's obligation to cure a Potential Violation through the Corrective Action Plan, Servicer must remediate any material harm to particular borrowers identified through work conducted under the Work Plan. In the event that a Servicer has a Potential Violation that so far exceeds the Threshold Error Rate for a metric that the Monitor concludes that the error is widespread, Servicer shall, under the supervision of the Monitor, identify other borrowers who may have been harmed by such noncompliance and remediate all such harms to the extent that the harm has not been otherwise remediated.

6. In the event a Potential Violation is cured as provided in Sections E.3, above, then no Party shall have any remedy under this Consent Judgment (other than the remedies in Section E.5) with respect to such Potential Violation.

F. Confidentiality

1. These provisions shall govern the use and disclosure of any and all information designated as "CONFIDENTIAL," as set forth below, in documents (including email), magnetic media, or other tangible things provided by the Servicer to the Monitor in this case, including the subsequent disclosure by the Monitor to the Monitoring Committee of such information. In addition, it shall also govern the use and disclosure of such information when and if provided to the participating state parties or the participating agency or department of the United States whose claims are released through this settlement ("participating state or federal agency whose claims are released through this settlement").

2. The Monitor may, at his discretion, provide to the Monitoring Committee or to a participating state or federal agency whose claims are released through this settlement any documents or information received from the Servicer related to a Potential Violation or related to the review described in Section C.19; provided, however, that any such documents or information so provided shall be subject to the terms and conditions of these provisions. Nothing herein shall be construed to prevent the Monitor from providing documents received from the Servicer and not designated as "CONFIDENTIAL" to a participating state or federal agency whose claims are released through this settlement.

3. The Servicer shall designate as "CONFIDENTIAL" that information, document or portion of a document or other tangible thing provided by the Servicer to the Monitor, the Monitoring Committee or to any other participating state or federal agency whose claims are released through this settlement that Servicer believes contains a trade secret or confidential research, development, or commercial information subject to protection under applicable state or federal laws (collectively, "Confidential Information"). These provisions shall apply to the treatment of Confidential Information so designated.

4. Except as provided by these provisions, all information designated as "CONFIDENTIAL" shall not be shown, disclosed or distributed to any person or entity other than those authorized by these provisions. Participating states and federal agencies whose claims are released through this settlement agree to protect Confidential Information to the extent permitted by law.

5. This agreement shall not prevent or in any way limit the ability of a participating state or federal agency whose claims are released through this settlement to comply with any subpoena, Congressional demand for documents or information, court order, request under the Right of Financial Privacy Act, or a state or federal public records or state or federal freedom of information act request; provided, however, that in the event that a participating state or federal agency whose claims are released through this settlement receives such a subpoena, Congressional demand, court order or other request for the production of any Confidential Information covered by this Order, the state or federal agency shall, unless prohibited under applicable law or the unless the state or federal agency would violate or be in contempt of the subpoena, Congressional demand, or court order, (1) notify the Servicer of such request as soon as practicable and in no event more than ten (10) calendar days of its receipt or three calendar days before the return date of the request, whichever is sooner, and (2) allow the Servicer ten (10) calendar days from the receipt of the notice to obtain a protective order or stay of production for the

documents or information sought, or to otherwise resolve the issue, before the state or federal agency discloses such documents or information. In all cases covered by this Section, the state or federal agency shall inform the requesting party that the documents or information sought were produced subject to the terms of these provisions.

G. **Dispute Resolution Procedures.** Servicer, the Monitor, and the Monitoring Committee will engage in good faith efforts to reach agreement on the proper resolution of any dispute concerning any issue arising under this Consent Judgment, including any dispute or disagreement related to the withholding of consent, the exercise of discretion, or the denial of any application. Subject to Section J, below, in the event that a dispute cannot be resolved, Servicer, the Monitor, or the Monitoring Committee may petition the Court for resolution of the dispute. Where a provision of this agreement requires agreement, consent of, or approval of any application or action by a Party or the Monitor, such agreement, consent or approval shall not be unreasonably withheld.

H. **Consumer Complaints.** Nothing in this Consent Judgment shall be deemed to interfere with existing consumer complaint resolution processes, and the Parties are free to bring consumer complaints to the attention of Servicer for resolution outside the monitoring process. In addition, Servicer will continue to respond in good faith to individual consumer complaints provided to it by State Attorneys General or State Financial Regulators in accordance with the routine and practice existing prior to the entry of this Consent Judgment, whether or not such complaints relate to Covered Conduct released herein.

I. **Relationship to Other Enforcement Actions.** Nothing in this Consent Judgment shall affect requirements imposed on the Servicer pursuant to Consent Orders issued by the appropriate Federal Banking Agency (FBA), as defined in 12 U.S.C. § 1813(q), against the Servicer. In conducting their activities under this Consent Judgment, the Monitor and Monitoring Committee shall not impede or otherwise interfere with the Servicer's compliance with the requirements imposed pursuant to such Orders or with oversight and enforcement of such compliance by the FBA.

J. **Enforcement**

1. **Consent Judgment.** This Consent Judgment shall be filed in the U.S. District Court for the District of Columbia (the "Court") and shall be enforceable therein. Servicer and the Releasing Parties shall waive their rights to seek judicial review or otherwise challenge or contest in any court the validity or effectiveness of this Consent Judgment. Servicer and the Releasing Parties agree not to contest any jurisdictional facts, including the Court's authority to enter this Consent Judgment.

2. **Enforcing Authorities.** Servicer's obligations under this Consent Judgment shall be enforceable solely in the U.S. District Court for the

District of Columbia. An enforcement action under this Consent Judgment may be brought by any Party to this Consent Judgment or the Monitoring Committee. Monitor Report(s) and Quarterly Report(s) shall not be admissible into evidence by a Party to this Consent Judgment except in an action in the Court to enforce this Consent Judgment. In addition, unless immediate action is necessary in order to prevent irreparable and immediate harm, prior to commencing any enforcement action, a Party must provide notice to the Monitoring Committee of its intent to bring an action to enforce this Consent Judgment. The members of the Monitoring Committee shall have no more than 21 days to determine whether to bring an enforcement action. If the members of the Monitoring Committee decline to bring an enforcement action, the Party must wait 21 additional days after such a determination by the members of the Monitoring Committee before commencing an enforcement action.

3. **Enforcement Action.** In the event of an action to enforce the obligations of Servicer and to seek remedies for an uncured Potential Violation for which Servicer's time to cure has expired, the sole relief available in such an action will be:

(a) Equitable Relief. An order directing non-monetary equitable relief, including injunctive relief, directing specific performance under the terms of this Consent Judgment, or other non-monetary corrective action.

(b) Civil Penalties. The Court may award as civil penalties an amount not more than $1 million per uncured Potential Violation; or, in the event of a second uncured Potential Violation of Metrics 1.a, 1.b, or 2.a (*i.e.*, a Servicer fails the specific Metric in a Quarter, then fails to cure that Potential Violation, and then in subsequent Quarters, fails the same Metric again in a Quarter and fails to cure that Potential Violation again in a subsequent Quarter), where the final uncured Potential Violation involves widespread noncompliance with that Metric, the Court may award as civil penalties an amount not more than $5 million for the second uncured Potential Violation.

Nothing in this Section shall limit the availability of remedial compensation to harmed borrowers as provided in Section E.5.

(c) Any penalty or payment owed by Servicer pursuant to the Consent Judgment shall be paid to the clerk of the Court or as otherwise agreed by the Monitor and the Servicer and distributed by the Monitor as follows:

1. In the event of a penalty based on a violation of a term of the Servicing Standards that is not specifically related to conduct in bankruptcy, the penalty shall be allocated, first, to cover the costs incurred by any state or states in prosecuting the violation, and second, among the participating states according to the same allocation as the State Payment Settlement Amount.

2. In the event of a penalty based on a violation of a term of the Servicing Standards that is specifically related to conduct in bankruptcy, the penalty shall be allocated to the United States or as otherwise directed by the Director of the United States Trustee Program.

3. In the event of a payment due under Paragraph 10.d of the Consumer Relief requirements, 50% of the payment shall be allocated to the United States, and 50% shall be allocated to the State Parties to the Consent Judgment, divided among them in a manner consistent with the allocation in Exhibit B of the Consent Judgment.

K. **Sunset.** This Consent Judgment and all Exhibits shall retain full force and effect for three and one-half years from the date it is entered (the "Term"), unless otherwise specified in the Exhibit. Servicer shall submit a final Quarterly Report for the last quarter or portion thereof falling within the Term, and shall cooperate with the Monitor's review of said report, which shall be concluded no later than six months following the end of the Term, after which time Servicer shall have no further obligations under this Consent Judgment.

EXHIBIT I

BANK OF AMERICA/COUNTRYWIDE SETTLEMENT AGREEMENT

1. *Financial Terms.* Total settlement obligation of $3,232,415,075.00 ("BOA/CFC Settlement Amount"), in the manner provided below and subject to the terms and conditions provided herein.

   a. Pursuant to Paragraph 3 of the Consent Judgment, $2,382,415,075.00 ("Initial BOA/CFC Settlement Payment") shall be paid by electronic funds transfer no later than seven days after the Effective Date of the Consent Judgment, in accordance with written instructions to be provided by the United States Department of Justice ("DOJ"), and shall be distributed in the manner and for the purposes identified in Paragraph 1 of Exhibit B to the Consent Judgment.

   b. BOA/CFC shall also be responsible for their share of attorneys' fees for qui tam relators.

   c. $850,000,000.00 ("Deferred BOA/CFC Settlement Payment") shall be paid by electronic funds transfer no later than thirty days after the third anniversary of the Effective Date of the Consent Judgment (or, if a request for a Certification of Compliance is pending at that time or if BOA/CFC are exercising their right to cure pursuant to Paragraph 4.c, thirty days after such request is denied and any dispute with respect to such denial is resolved or thirty days after BOA/CFC have failed to cure such deficiency), in accordance with written instructions to be provided by DOJ, to be deposited, subject to 28 U.S.C. § 527 (Note), into the Federal Housing Administration's ("FHA") Capital Reserve Account in the manner and for the purposes identified in Paragraph 1.a.i of Exhibit B to the Consent Judgment, except that:

      i. As provided in Paragraph 3.a, BOA/CFC shall have no obligation to make the Deferred BOA/CFC Settlement Payment if the Monitor has issued a Certification of Compliance pursuant to Paragraph 4.a; and

      ii. As provided in Paragraph 3.b, BOA/CFC shall have an obligation to make only a partial Deferred BOA/CFC Settlement Payment if the Monitor has issued a Certification of Partial Compliance pursuant to Paragraph 4.b.

2. *Settlement Loan Modification Program.* BOA/CFC shall conduct a one-time nationwide modification program to be offered to underwater borrowers with economic hardship on first-lien loans ("Settlement Loan Modification Program").

   a. BOA/CFC shall solicit, in accordance with the Settlement Loan Modification Program Solicitation Requirements, all Potentially Eligible Borrowers with mortgages meeting conditions (i) through (v) in the definition of Eligible Mortgage in Paragraph 7.d.

b. As of the Effective Date of the Consent Judgment, BOA/CFC shall defer any foreclosure sale on a Potentially Eligible Borrower with a mortgage meeting conditions (i) through (v) in the definition of Eligible Mortgage in Paragraph 7.d until the Settlement Loan Modification Program Solicitation Requirements have been completed with respect to that borrower.

c. Borrowers with mortgages meeting conditions (i) through (v) in the definition of Eligible Mortgage in Paragraph 7.d who are not Potentially Eligible Borrowers may apply for a Settlement Loan Modification. However, BOA/CFC are not required to solicit such borrowers.

d. Unless otherwise required by law, BOA/CFC shall require only the Required Documentation, consistent with the FHA's verification of income standards, in connection with an application for a Settlement Loan Modification.

e. Subject to Paragraph 2.f, and notwithstanding whether BOA/CFC have satisfied their minimum requirement under Part 1 of the Consumer Relief Requirements, BOA/CFC shall provide a Settlement Loan Modification to any borrower (other than a borrower who chooses not to provide written consent under Paragraph 2.h) who holds an Eligible Mortgage and who satisfies the conditions for the offer set forth in Paragraphs 7.g-h and accepts the offer (unless such borrower is not a Potentially Eligible Borrower and BOA/CFC no longer own the mortgage servicing rights for the relevant loan).

f. Borrowers who qualify for and accept a Settlement Loan Modification shall get a trial offer. If the borrower remains current for ninety days following commencement of the trial, the loan modification shall, on written acceptance by the borrower, become permanent and BOA/CFC shall return the loan to normal servicing. BOA/CFC shall promptly, after successful completion of the trial, send the borrower documentation of the modification for acceptance of the modification by the borrower.

g. The Settlement Loan Modification Program shall use the United States Department of the Treasury's ("Treasury") Net Present Value Model, including any amendments thereto.

h. With respect to any borrower who has ever been eligible to be referred to foreclosure consistent with the requirements of the Home Affordable Modification Program ("HAMP") and, with written consent (it being understood that, so long as the borrower states he or she consents to be evaluated under the Settlement Loan Modification Program in lieu of HAMP and such statement is reflected by BOA/CFC in their servicing system or mortgage file, such written consent will be obtained only from borrowers who enter into a final modification agreement under the Settlement Loan Modification Program), any other borrower who is eligible for HAMP, BOA/CFC may, in lieu of any evaluation of such borrower under HAMP TIER 1 or TIER 2, evaluate such borrower under the Settlement Loan

Modification Program. With respect to any borrower potentially eligible for both HAMP and the Settlement Loan Modification Program, (i) BOA/CFC agree to provide internal Quality Assurance ("QA") coverage to the loans subject to the terms of this Agreement and potentially eligible for HAMP (which include HAMP TIER 1 and, once effective, HAMP TIER 2) (the "HAMP Eligible Loans"), substantially similar to QA coverage for loans eligible for the Making Home Affordable ("MHA") program; (ii) BOA/CFC agree to allow Treasury and its compliance agent for the MHA program the right to review the nature and scope of testing, results of the testing, and the execution of remediation plans derived from the testing on the HAMP Eligible Loans; (iii) BOA/CFC agree to implement any reasonable recommendations from Treasury and its compliance agent to improve the QA testing of the HAMP Eligible Loans; and (iv) BOA/CFC shall provide a monthly report to Treasury detailing (A) the aggregate number of borrowers who have accepted a modification under the Settlement Loan Modification Program, both on a monthly basis and a cumulative basis (excluding those identified in response to clause (B)); (B) the aggregate number of borrowers who consented to be evaluated for a modification under the Settlement Loan Modification Program in lieu of a HAMP TIER 1 or TIER 2 modification and accepted a modification under the Settlement Loan Modification Program, both on a monthly basis and a cumulative basis; and (C) the cumulative number of completed Settlement Loan Modification Program modifications from (A) and (B) that are still outstanding and current (defined as not more than 59 days past due) as of such month. Notwithstanding the foregoing, any borrower whose consent is required to be evaluated for the Settlement Loan Modification Program in lieu of evaluation of such borrower under HAMP TIER 1 or TIER 2 may, if such borrower is denied a Settlement Loan Modification, thereafter request to be evaluated for HAMP TIER 1 or TIER 2.

i. Settlement Loan Modifications shall be treated as Qualified Loss Mitigation Plan modifications.

j. Notwithstanding any provision in this Agreement to the contrary, credit for obligations with respect to the Deferred BOA/CFC Settlement Payment shall be provided for first-lien principal forgiven and shall be calculated in accordance with Exhibit D to the Consent Judgment. Credit shall be provided for first-lien principal forgiven, whether under the Settlement Loan Modification Program or otherwise. BOA/CFC shall begin to receive credit against the Deferred BOA/CFC Settlement Payment once they exceed their minimum requirement under Part 1 of the Consumer Relief Requirements (*i.e.*, 30% of total consumer relief funds, subject to a reduction of 2.5% as a result of excess refinancing program credits); provided, however, that BOA/CFC shall retain, in their sole discretion, the right to apply first-lien principal forgiven in excess of their minimum requirement under Part 1 of the Consumer Relief Requirements to other aspects of the Consumer Relief Requirements.

3. *Satisfaction of Obligations.*

    a. If the Monitor issues a Certification of Compliance pursuant to Paragraph 4.a, BOA/CFC shall be deemed to have satisfied their obligation under Paragraph 1.c.

    b. If the Monitor issues a Certification of Partial Compliance pursuant to Paragraph 4.b, BOA/CFC shall be deemed to have partially satisfied their obligation under Paragraph 1.c. If the Monitor issues a Certification of Partial Compliance pursuant to Paragraph 4.b, the amount owed under Paragraph 1.c shall be reduced by the amount that BOA/CFC exceeded their minimum requirement under Part 1 of the Consumer Relief Requirements.

4. *Compliance.* BOA/CFC may request that the Monitor issue a Certification of Compliance or Certification of Partial Compliance at any time before thirty days after the third anniversary of the Effective Date of the Consent Judgment. In connection with such request, BOA/CFC may inform the Monitor that BOA/CFC have complied with the conditions required for the issuance of the applicable Certification of Compliance or Certification of Partial Compliance, as set forth in Paragraphs 4.a-b. The Monitor shall act expeditiously to determine if such a Certification of Compliance or Certification of Partial Compliance is warranted and may take steps necessary to verify that the conditions required for the issuance of the applicable Certification of Compliance or Certification of Partial Compliance have been satisfied, using methods consistent with Exhibit E to the Consent Judgment (Enforcement Terms). The Monitor and BOA/CFC shall work together in good faith to resolve any disagreements or discrepancies with respect to a Certification of Compliance or Certification of Partial Compliance. In the event that a dispute cannot be resolved, the Monitor or BOA/CFC may petition the Court for resolution in accordance with Section G of Exhibit E to the Consent Judgment (Enforcement Terms).

    a. The Monitor shall issue a Certification of Compliance if BOA/CFC (i) materially complied with the Settlement Loan Modification Program Solicitation Requirements; (ii) provided a Settlement Loan Modification to materially all Potentially Eligible Borrowers (excluding borrowers who chose not to provide written consent under Paragraph 2.h) with an Eligible Mortgage who satisfied the conditions for the offer set forth in Paragraphs 7.g-h and accepted the offer; and (iii) the total amount of first-lien principal forgiven exceeds BOA/CFC's minimum requirement under Part 1 of the Consumer Relief Requirements by at least $850,000,000.00. At BOA/CFC's request, the Monitor may make determination (i) prior to, and independently of, making determinations (ii) and (iii).

    b. If BOA/CFC exceed their minimum requirement under Part 1 of the Consumer Relief Requirements by an amount less than the Deferred BOA/CFC Settlement Payment, the Monitor shall issue a Certification of Partial Compliance. Such Certification of Partial Compliance shall specify the exact amount by which BOA/CFC exceeded their minimum requirement under Part 1 of the Consumer Relief Requirements.

c. The Monitor shall provide BOA/CFC notice and an opportunity to cure if he or she determines (i) during the three years after the Effective Date of the Consent Judgment, that BOA/CFC are not in material compliance with the Settlement Loan Modification Program Solicitation Requirements, or (ii) that BOA/CFC have not provided a Settlement Loan Modification to materially all Potentially Eligible Borrowers (excluding borrowers who chose not to provide written consent under Paragraph 2.h) with an Eligible Mortgage who satisfied the conditions for the offer set forth in Paragraphs 7.g-h and accepted the resulting offer.

5. *Releases.*

a. Subject to the exceptions in Paragraph 11.a-k, and m-n (concerning excluded claims) of Exhibit F to this Consent Judgment, and notwithstanding anything to the contrary in Paragraphs 2.c, 3.b, and 11.o of Exhibit F to this Consent Judgment, effective upon payment of the Initial BOA/CFC Settlement Payment, the United States fully and finally releases Bank of America Corporation and any current or former Affiliated Entities (to the extent Bank of America Corporation or any current Affiliated Entity retains liability associated with such former Affiliated Entity), and the predecessors, successors, and assigns of any of them, as well as any current directors, officers, and employees and any former directors, officers, and employees of any of the foregoing (subject to Paragraphs 5.d and 5.e), individually and collectively, from any civil or administrative claims or causes of action whatsoever that the United States has or may have, and from any monetary or non-monetary remedies or penalties (including, without limitation, multiple, punitive or exemplary damages), whether civil or administrative, that the United States may seek to impose, based on Covered Origination Conduct (as defined in Exhibit F to this Consent Judgment) that has taken place as of 11:59 p.m., Eastern Standard Time on February 8, 2012, with respect to any FHA-insured mortgage loan that is secured by a one- to four-family residential property either that was insured by FHA on or before April 30, 2009, or for which the terms and conditions of the mortgage loan were approved by an FHA direct endorsement underwriter on or before April 30, 2009, under the Financial Institutions Reform, Recovery, and Enforcement Act, the False Claims Act, the Program Fraud Civil Remedies Act, the Civil Monetary Penalties Law, the Racketeer Influenced and Corrupt Organizations Act, the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Truth in Lending Act, the Interstate Land Sales Full Disclosure Act, 15 U.S.C. § 1691(d) ("Reason for Adverse Action") or § 1691(e) ("Appraisals"), sections 502 through 509 (15 U.S.C. §§ 6802-6809) of the Gramm-Leach Bliley Act except for section 505 (15 U.S.C. § 6805) as it applies to section 501(b) (15 U.S.C. §

6801(b)), or that the United States Department of Housing and Urban Development ("HUD") has actual and present authority to assert and compromise, or that the Civil Division of the United States Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R. § 0.45; provided, however, that, except to the extent that such claim is otherwise released under the Consent Judgment, HUD-FHA does not release any administrative claims (or any judicial enforcement of such claims) for assessments equal to the amount of the claim under the Program Fraud Civil Remedies Act, or any rights to request for indemnification (*i.e.*, for single damages, but not for double damages, treble damages, or penalties) administratively pursuant to the governing statute and regulations, including amendments thereto, with respect to any loan for which a claim for FHA insurance benefits had not been submitted for payment as of 11:59 p.m., Eastern Standard Time, December 31, 2011.

b. The release in Paragraph 5.a shall not apply to any mortgage loan acquired by Bank of America Corporation or any Affiliated Entity after February 8, 2012.

c. The United States agrees and covenants that, upon payment of the Initial BOA/CFC Settlement Payment, HUD-FHA shall withdraw the Notices of Violation issued by HUD's Mortgagee Review Board on October 22, 2010, and November 2, 2010.

d. The release in Paragraph 5.a shall not apply to former officers, directors, or employees of Bank of America Corporation or of any Affiliated Entity with respect to claims or causes of action or remedies that the United States may have or may seek to impose under the False Claims Act or the Financial Institutions Reform, Recovery, and Enforcement Act.

e. Notwithstanding any other term of this Agreement, administrative claims, proceedings or actions brought by HUD against any current or former director, officer, or employee for suspension, debarment, or exclusion from any HUD program are specifically reserved and are not released.

6. *Servicing Standards.* In the event of a conflict between the requirements of the servicing standards in Exhibit A to the Consent Judgment and the servicing provisions in Paragraph 5 of the Settlement Agreement entered into by and among the Bank of New York Mellon and BOA/CFC on June 28, 2011, BOA/CFC's obligations shall be governed by the servicing standards in Exhibit A to the Consent Judgment and Section IX.A of the servicing standards in Exhibit A to the Consent Judgment shall not apply.

7. *Definitions.*

   a. *Affiliated Entity.* Affiliated Entity means entities that are directly or indirectly controlled by, or control, or are under common control with, Bank of America

Corporation as of or prior to 11:59 PM Eastern Standard Time on February 8, 2012. The term "control" with respect to an entity means the beneficial ownership (as defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended) of 50 percent or more of the voting interest in such entity.

b. *BOA/CFC.* BOA/CFC means Bank of America Corporation, Bank of America, N.A., Countrywide Financial Corporation, and Countrywide Home Loans, Inc.

c. *Consumer Relief Requirements.* Consumer Relief Requirements are the requirements imposed on BOA/CFC to provide a minimum amount of relief pursuant to Exhibit D to the Consent Judgment.

d. *Eligible Mortgage.* An Eligible Mortgage is a mortgage that meets the following criteria:

   i. The mortgage is a first-lien mortgage.

   ii. The borrower was sixty days or more delinquent on his or her mortgage payments as of January 31, 2012.

   iii. The property securing the mortgage has not been sold in a foreclosure sale and is not subject to a judgment of foreclosure.

   iv. The mortgage is serviced by BOA/CFC (as of the Start Date as defined in Exhibit D to the Consent Judgment (Consumer Relief Requirements)) and is either part of a Countrywide securitization (and for which BOA/CFC have the delegated authority to modify principal) or is in the held-for-investment portfolio of Bank of America Corporation or any of its Affiliated Entities.

   v. The mortgage is permitted to be modified by BOA/CFC following the Settlement Loan Modification Program under applicable law and investor, guarantor, insurer or other credit support counterparty directive or contract (as in effect on February 9, 2012); for the purposes of this provision only, a modification is considered to be permitted if it would not subject BOA/CFC to adverse action under such law, directive or contract, such as indemnity, mandatory buy-in, compromise of insurance coverage, fines or penalties.

   vi. The borrower has a debt-to-income ratio ("DTI") of 25% or greater.

e. *PMMS.* PMMS is the Primary Mortgage Market Survey promulgated by the Federal Home Loan Mortgage Corporation, or any successor thereto.

f. *Potentially Eligible Borrower.* A Potentially Eligible Borrower is a borrower who meets the following criteria:

i. The borrower presently holds the mortgage and was the owner-occupant of the residential property securing the mortgage at the time of origination.

ii. The borrower has not previously defaulted on a modification that afforded terms equal to or more favorable than those in the HAMP guidelines.

iii. The loan-to-value ratio ("LTV") of the property securing the borrower's mortgage exceeds 100% at the current market price of the property.

iv. The borrower is one whom BOA/CFC are not prohibited or prevented by law or by contract either from soliciting or from providing principal modification.

g. *Required Documentation.* Required Documentation shall consist of the following documents:

i. Credit Report.

ii. Salaried/Hourly Wages – Most recent pay stub.

iii. Self-Employed – Verbal financial information followed by completed P&L template certified by customer.

iv. Alimony and Child Support – Copy of legal agreement specifying amount to be received (customer shall certify twelve-month continuance if not included in legal agreement) and most recent bank statement, deposit slip or canceled check as evidence.

v. Other Taxable and Non-Taxable Benefits (Social Security / Disability / Pension / Public Assistance) – Award Letter OR most recent bank statement AND, if non-taxable, also need 4506-T.

vi. Rental Income – Signed letter from customer detailing details of rental income AND most recent bank statement, deposit slip or canceled check as evidence.

vii. Unemployment Benefits –

1. Pursuant to the requirements of FHA HAMP, unemployment benefits can be included as income with a benefit letter supporting twelve-month continuance, AND

either two most recent bank statements, deposit slips or canceled checks as evidence, OR 4506T.

viii. Other Income (investment / part-time employment / etc.) – All sources of income shall be documented.

ix. Non-Borrower Income – With respect to non-borrower income, BOA/CFC shall apply the above rules depending upon type of income being used for qualifying non-borrower.

h. *Settlement Loan Modification.* A Settlement Loan Modification is a modification made according to the following priority:

i. All delinquent interest payments and late fees will be capitalized.

ii. Principal will be forgiven in the amount necessary to achieve a DTI of 25%, subject to the provision that the LTV need not be reduced below 100%.

iii. If, following the principal reduction step, DTI is above 31%, the interest rate will be reduced to the extent necessary to achieve a DTI of 31%, but in no event will the interest rate be reduced below 2% (beginning at year five, any reduced interest rate will be adjusted upward, so as to increase the net present value ("NPV") of modifications). HAMP step rate requirements will be utilized, as summarized below:

1. Modified rate no lower than 2% is in effect for five years.

2. At the end of five years, the rate steps up at (up to) 1% per year, until the PMMS rate in effect at the time of the modification is reached (rounded to the nearest eighth).

3. Once the PMMS rate is reached, then the rate is fixed for the remainder of the loan term.

iv. If, following the interest rate reduction step, DTI is above 31%, provide payment relief through forbearance until the end of the term of the loan in the amount necessary to achieve a DTI of 31%.

v. Consistent with HAMP, the combined impact of forgiveness and forbearance will go no lower than a floor of 70% LTV.

vi. In all instances, the adjustments must be limited so as to provide a positive NPV, with the calculation based on the Treasury NPV model outcome. If, following the priority above, the modification produces a negative NPV, the steps in the priority will be adjusted (in reverse order) to produce successive 1% increases in DTI (but in no event higher than 42%), and the NPV model will be re-run after each 1% payment adjustment. Modifications will be offered at the lowest DTI solution that is NPV-positive. There will be no modification if payments greater than 42% DTI are required to make the modification NPV-positive. BOA/CFC will be able to receive no more than 15% of their overall credit for First-Lien Mortgage Modifications under Exhibit D to the Consent Judgment from loans for which the modification is altered under this Paragraph 7.h.vi because the modification would otherwise have produced a negative NPV.

vii. Subject to Paragraphs 7.h.i-vi, and the provision that LTV need not be reduced below 100%, there is no percentage limit on the reduction of unpaid principal balances.

i. *Settlement Loan Modification Program Solicitation Requirements.* The Settlement Loan Modification Program Solicitation Requirements shall meet at least the following requirements:

i. If no Right Party Contact, as defined in Chapter II of the MHA Handbook, is established with the borrower since delinquency, BOA/CFC shall make a minimum of four telephone calls over a period of at least thirty days, at different times of the day.

ii. If no Right Party Contact is established with the borrower since delinquency, BOA/CFC shall send two proactive solicitations with a thirty-day response period, one via certified mail and the other via regular mail.

iii. Any contact with borrowers, whether by telephone, mail or otherwise, shall advise borrowers that they may be eligible for the Settlement Loan Modification Program.

iv. If Right Party Contact is established over the phone and the borrower expresses interest in the Settlement Loan Modification Program, BOA/CFC shall send one reactive package with a fifteen-day response period.

v. If the borrower does not respond by submitting the Required Documentation, BOA/CFC shall send another reactive package with a fifteen-day response period.

vi. If Right Party Contact is established but the borrower submits an incomplete set of the Required Documentation, BOA/CFC shall exhaust any remaining reasonable effort calls to complete the Required Documentation before declining these loans.

vii. BOA/CFC shall consider input from state attorneys general or non-governmental organizations regarding best practices for borrower solicitation.

j. *United States*. United States means the United States of America, its agencies, and departments.