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 REPORT REGARDING COMPLIANCE BY DEFENDANTS CITIGROUP, INC., CITIBANK, N.A. AND CITIMORTGAGE, INC. FOR THE MEASUREMENT PERIODS ENDED MARCH 31, 2013 AND JUNE 30, 2013

The undersigned, Joseph A. Smith, Jr., in my capacity as the Monitor under the Consent Judgment (Case 1:12-cv-00361-RMC; Document 12) filed in the above-captioned matter on April 4, 2012 (Judgment), respectfully files this Report regarding compliance by CitiMortgage, Inc. with the terms of the Judgment, as set forth in Exhibits A and E thereto. This Report is filed under and pursuant to Paragraph D.3 of Exhibit E to the 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 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, the Judgment, without the signature pages of the Parties, and Exhibits A, E and E-1 are attached to this Report as Appendix 1.

In this Report:

i) *Citi* means Company, Servicer and Citibank, N.A.;

ii) *Company* means Citigroup, Inc.;

iii) *Compliance Review* means a compliance review conducted by the IRG as required by Paragraph C.7 of Exhibit E, and *Compliance Reviews* is a reference to compliance reviews conducted by the IRG or compliance reviews conducted by the IRG and the internal review groups of the other Servicers, as the context indicates;

iv) *Corrective Action Plan* or *CAP* means a plan prepared and implemented pursuant to Paragraph E.3 of Exhibit E as the result of a Potential Violation;

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

vi) *Cure Period* means the period described in Paragraph E.3 of Exhibit E upon completion of a CAP;

vii) *Enforcement Terms* means the terms and conditions of the Judgment in Exhibit E;

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

ix) *Exhibit A* means Exhibit A to the Judgment;

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

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

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

xiii) *Exhibit E-1* means Exhibit E-1 to the Judgment;

xiv) *First Compliance Report* means the report I filed with the Court on June 18, 2013, regarding compliance by Servicer with the Servicing Standards, as evidenced by Metrics testing for Test Period 1 and Test Period 2;

xv) *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, and *Internal Review Groups* or *IRGs* is a collective reference to all five Servicers' internal quality control groups;

xvi) *Judgment* means the Consent Judgment (Case 1:12-cv-00361-RMC; Document 12) filed in the above-captioned matter on April 4, 2012;

xvii) *Metric* means any one of the metrics, and *Metrics* means any two or more of the metrics, referenced in Paragraph C.11 of Exhibit E, and specifically described in Exhibit E-1;

xviii) *Monitor* means and is a reference to the person appointed under the Judgment to oversee, among other obligations, Servicer's compliance with the Servicing Standards and 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;

xix) *Monitor Report* or *Report* means this report, and *Monitor Reports* or *Reports* is a reference to any prior or additional reports required under Paragraph D.3 of Exhibit E or required under the other judgments that comprise the Settlement, as the context indicates;

xx) *Monitoring Committee* means the Monitoring Committee referred to in section B of Exhibit E;

xxi) *Potential Violation* has the meaning given to such term in Paragraph E.1 of Exhibit E and a Potential Violation occurs when Servicer exceeds a Threshold Error Rate set for a Metric;

xxii) *Primary Professional Firm* or *PPF* means BDO Consulting, a division of BDO USA, LLP, and the Primary Professional Firm will sometimes be referred to as BDO;

xxiii) *Professionals* mean the Primary Professional Firm, Secondary 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;

xxiv) *Quarterly Report* means Servicer's report to me that includes, among other information, the results of Servicer's Compliance Reviews for the quarter covered by the report, as required by Paragraph D.1 of Exhibit E;

xxv) *Secondary Professional Firm* or *SPF* means BKD, LLP, and references to *Secondary Professional Firms* or *SPFs* are to the five professional firms engaged by me and assigned by me, one to each of the Servicers;

xxvi) *Servicer* means CitiMortgage, Inc., and *Servicers* mean the following: (i) J.P. Morgan Chase Bank, N.A.; (ii) Ocwen Loan Servicing, LLC and Green Tree Servicing LLC, successors by assignment from Residential Capital, LLC and GMAC Mortgage, LLC; (iii) Bank of America, N.A.; (iv) CitiMortgage, Inc.; and, (v) Wells Fargo & Company and Wells Fargo Bank, N.A.;

xxvii) *Servicing Standards* means the mortgage servicing standards contained in Exhibit A;

xxviii) *Settlement* means the Judgment and the four other consent judgments entered into by the Servicers to settle the claims described in the Judgment and the other consent judgments;

xxix) *System of Record* or *SOR* means Servicer's business records pertaining primarily to its mortgage servicing operations and related business operations, as more fully described in Section IV.B.3 below;

xxx) *Test Period 1* means the third calendar quarter of 2012, or the period from July 1, 2012, to September 30, 2012;

xxxi) *Test Period 2* means the fourth calendar quarter of 2012, or the period from October 1, 2012 to December 31, 2012;

xxxii) *Test Period 3* means the first calendar quarter of 2013, or the period from January 1, 2013, to March 31, 2013;

xxxiii) *Test Period 4* means the second calendar quarter of 2013, or the period from April 1, 2013, to June 30, 2013;

xxxiv) *Test Plans* means the testing methods and procedures used by the IRG to perform the test work and compute Metrics for each test period;

xxxv) *Threshold Error Rate* means the error rate established under Exhibit E-1 which, when exceeded, is a Potential Violation;

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

xxxvii) *Work Plan* means the work plan established by agreement between Servicer and me, and not objected to by the Monitoring Committee, pursuant to Paragraphs C.11 through C.15 of Exhibit E.

II. Background

A. Judgment

On April 4, 2012, the Court entered five separate consent judgments, of which the Judgment is one. The consent judgments settled claims of alleged improper mortgage servicing practices against the Servicers by agencies of the United States, 49 States and the District of Columbia. As part of the Judgment, the government parties released certain claims against Citi. The releases are set out in Exhibits B, F and G. In exchange for the releases, Citi agreed, among other things, to:

i) make direct payments to governments of $413,041,577;[1]

ii) provide mortgage loan consumer relief to distressed borrowers, including principal forgiveness, refinancing, and other forms of mortgage loan consumer relief (Consumer Relief Requirements);[2]

iii) change Servicer's mortgage servicing practices by complying with the Servicing Standards;[3] and

iv) implement various protections for military personnel.[4]

Under the Judgment, I am required to report to the Court on Servicer's compliance with the Servicing Standards and satisfaction of the Consumer Relief Requirements thereunder. This Report is the second of a series of periodic reports required by the Judgment regarding compliance by Servicer with the Servicing Standards. The first report was the First Compliance Report, which I filed with the Court on June 18, 2013. In addition, on October 2, 2013, I filed with the Court amendments to Exhibits E and E-1 adding four new Metrics to the Enforcement Terms. Testing of two of these new Metrics will commence in the first calendar quarter of 2014 and two in the second calendar quarter of 2014.

I also filed with the Court on October 16, 2013, a report regarding Servicer's compliance with the Consumer Relief Requirements through December 31, 2012 and will file reports on its satisfaction of those requirements early in 2014.

B. First Compliance Report

As more fully described in the First Compliance Report, from the effective date of the Judgment through the filing of such report:

[1]Judgment, Section III, Paragraph 3.
[2]Exhibits D and D-1.
[3]Exhibit A.
[4]Exhibit H.

i) I selected Professionals, including the PPF and SPF, to assist me in the conduct of my work under the Judgment;

ii) the Professionals and I negotiated Work Plans and related documents with Servicer;

iii) Servicer designated an IRG, which was reviewed by my Professionals and me and determined to have the characteristics required by the Judgment;

iv) Servicer implemented the Servicing Standards on a six-month schedule ending October 2012;

v) the IRG tested the Metrics for which applicable Servicing Standards had been implemented prior to Test Period 1 and Test Period 2, respectively, pursuant to the Work Plan;

vi) the IRG reported one Potential Violation for Test Period 2 with respect to Metric 19 (6.B.i) (Loan Modification Document Collection Timeframe Compliance) – Servicer had an error rate of 53.04% which exceeded the Threshold Error Rate of 5.00% for the metric and was deemed by me to be a widespread error;

vii) the SPF, PPF and I confirmed the IRG's conclusions regarding its testing for Test Period 1 and Test Period 2, including its determination of the existence of the Metric 19 Potential Violation;

viii) as required by the Enforcement Terms, Servicer met with the Monitoring Committee on February 19, 2013, and explained to the Monitoring Committee the nature of the errors and discussed with the Monitoring Committee Servicer's plans relative to the Metric 19 Potential Violation; and

ix) in March, 2013, Servicer submitted to me a Corrective Action Plan (CAP) regarding the Metric 19 Potential Violation, which was amended and formally approved by me in April, 2013 (as discussed more fully below).

I approved the Metric 19 CAP in April, 2013, finding that the proposed CAP, if satisfactorily implemented, should reasonably be expected to lower Servicer's error rate below the Threshold Error Rate during the Cure Period. In addition, I determined that the Metric 19 Potential Violation was "widespread."[5] This determination was made by me based on a review of Servicer's analysis of the Metric 19 Potential Violation contained in the CAP, and further analysis undertaken by the SPF and PPF, which included consideration of qualitative and quantitative factors such as the context in which the Potential Violation arose and Servicer's root cause analysis of the errors causing the Potential Violation. Because I determined the error was widespread, a plan (Remediation Plan) was required to remediate any material harm to all affected borrowers identified in the population dating back to Servicer's implementation of the Servicing Standards associated with Metric 19 through the beginning date of the Cure Period. I formally approved the Remediation Plan on May 3, 2013. A more detailed discussion of the Metric 19 CAP, the related Remediation Plan, and Servicer's implementation of such plans is set out in the First Compliance Report. My review of Servicer's satisfactory completion of the Metric 19 CAP and the related Remediation Plan, the results of the IRG's resumption of testing Metric 19 in the Cure Period, and the SPF's confirmation of the IRG's testing is further described in Section V of this Report.

III. Servicer – Performance of Obligations

A. IRG Testing and Quarterly Reports

1. Testing. Pursuant to the Enforcement Terms and the Work Plan, the IRG conducts Metrics testing. In Test Period 3 and Test Period 4, the IRG conducted tests on all of the Metrics in effect under the Enforcement Terms, with the following exceptions. Metric 19 was not tested in Test Period 3 because it was identified by the IRG as a Potential Violation in Test Period 2 and was under a CAP during Test Period 3. Ordinary metric testing by the IRG for Metric 19 resumed in

[5]Exhibit E, Paragraph E.5.

Test Period 4, as more fully discussed in Section V. Metrics 6 and 23 were not tested in Test Period 4 because they were identified by the IRG as Potential Violations in Test Period 3 and were under CAPs during Test Period 4, as more fully discussed in Section V below. Metrics 15, 16 and 17 were not tested in Test Period 3 and Test Period 4 because they are policy and procedure (P&P) Metrics that are tested annually. Metrics 16 and 17 were tested in the third calendar quarter of 2012 (Test Period 1) and will be tested again in the third calendar quarter of 2013 (Test Period 5). Metric 15 was tested in the fourth quarter of 2012 (Test Period 2) and will be tested again in the fourth quarter of 2013 (Test Period 6).

The Metrics tested in Test Period 3 and Test Period 4, and their respective Threshold Error Rates, are listed below, in Section III, Tables 1 and 2.

2. Sampling. The IRG uses a statistical sampling approach to evaluate Servicer's compliance with the Metrics subject to loan level testing. The IRG selects a sample of loans randomly from one or more mortgage loan populations, as defined in the Work Plan for each Metric. In its loan-level testing, the IRG utilizes statistical parameters based on at least a 95% confidence level for Metrics testing, 5% estimated error rate, and a 2% margin of error. A 95% confidence level implies that one can be 95% confident the testing results would reflect the true results in the population. A 5% error rate means that one expects to find five errors in a sample of 100. A 2% margin of error implies that one can expect a 98% level of precision. Under the Work Plan, the size of the samples selected by the IRG from the appropriate mortgage loan populations must be statistically significant. The IRG selected larger sample sizes than the required statistically significant sample sizes in the event that additional sample loans are needed to replace sample loans that are not testable. Under the Work Plan, these non-testable loans are treated as "Not Applicable" and require replacement with other loans in the sample. The IRG documented its sampling

procedures in its quarterly population and sampling documents, which were part of the Work Papers provided to the PPF and SPF.

3. Quarterly Reports.

a. Test Period 3 Quarterly Report. On May 14, 2013, Servicer, through the IRG, submitted to me a Quarterly Report containing the results of the Compliance Review conducted by the IRG for the calendar quarter ending March 31, 2013. As shown in Table 1 below, based on the testing activities required in the Work Plan, the IRG determined that the Threshold Error Rate had not been exceeded for any of the Metrics tested, except Metrics 6 and 23.

Table 1: Servicer's Metric Compliance Results for Test Period 3

Metric No.	Metric	Threshold Error Rate	Result
1 (1.A)	Foreclosure Sale in Error	1%	Pass
2 (1.B)	Incorrect Modification Denial	5%	Pass
3 (2.A)*	Was Affidavit of Indebtedness (AOI) Properly Prepared	5%	Pass
4 (2.B)	Proof of Claim (POC)	5%	Pass
5 (2.C)	Motion for Relief from Stay (MRS) Affidavits	5%	Pass
6 (3.A)	Pre-foreclosure Initiation	5%	Fail – 7.40%
7 (3.B)	Pre-foreclosure Initiation Notifications	5%	Pass
8 (4.A)	Fee Adherence to Guidance	5%	Pass
9 (4.B)	Adherence to Customer Payment Processing	5%	Pass
10 (4.C)	Reconciliation of Certain Waived Fees	5%	Pass
11 (4.D)	Late Fees Adhere to Guidance	5%	Pass
12 (5.A)**	Third Party Vendor Management	N/A	Pass
13 (5.B)**	Customer Portal	N/A	Pass
14 (5.C)***	Single Point of Contact (SPOC)	5%[6]	Pass

[6]Test Question 4 only.

Metric No.	Metric	Threshold Error Rate	Result
18 (6.A)	Complaint Response Timeliness	5%	Pass
20 (6.B.ii)	Loan Modification Decision/Notification Timeline Compliance	10%	Pass
21 (6.B.iii)	Loan Modification Appeal Timeline Compliance	10%	Pass
22 (6.B.iv)	Short Sale Decision Timeline Compliance	10%	Pass
23 (6.B.v)	Short Sale Document Collection Timeline Compliance	5%	Fail – 25.56%
24 (6.B.vi)	Charge of Application Fees for Loss Mitigation	1%	Pass
25 (6.B.vii.a)	Short Sales – Inclusion of Notice of Whether or Not a Deficiency Will Be Required	5%	Pass
26 (6.B.viii.a)	Dual Track – Referred to Foreclosure in Violation of Dual Track Provisions	5%	Pass
27 (6.B.viii.b)	Dual Track –Failure to Postpone Foreclosure in Violation of Dual Track Provisions	5%	Pass
28 (6.C.i)	Force-Placed Insurance (FPI) Timeliness of Notices	5%	Pass
29 (6.C.ii)	FPI Termination	5%	Pass

**Indicates a Metric with two questions, one of which is tested on an overall basis (i.e., not a loan-level basis)*

***Indicates a P&P Metric that is tested quarterly on a yes/no basis*

****Indicates a Metric with three questions that are tested quarterly on a yes/no basis*

b. Test Period 4 Quarterly Report. On August 14, 2013, Servicer, through the IRG, submitted to me a Quarterly Report containing the results of the Compliance Review conducted by the IRG for the calendar quarter ending June 30, 2013. As more fully discussed in Section V, the Test Period 4 Quarterly Report was subsequently revised on October 8, 2013 to report the IRG's resumption of testing Metric 19. As shown in Table 2 below, based on the testing activities required in the Work Plan, the IRG determined that the Threshold Error Rate had not been exceeded for any of the Metrics tested.

Table 2: Servicer's Metric Compliance Results for Test Period 4

Metric No.	Metric	Threshold Error Rate	Result
1 (1.A)	Foreclosure Sale in Error	1%	Pass
2 (1.B)	Incorrect Modification Denial	5%	Pass
3 (2.A)*	Was Affidavit of Indebtedness (AOI) Properly Prepared	5%	Pass
4 (2.B)	Proof of Claim (POC)	5%	Pass
5 (2.C)	Motion for Relief from Stay (MRS) Affidavits	5%	Pass
7 (3.B)	Pre-foreclosure Initiation Notifications	5%	Pass
8 (4.A)	Fee Adherence to Guidance	5%	Pass
9 (4.B)	Adherence to Customer Payment Processing	5%	Pass
10 (4.C)	Reconciliation of Certain Waived Fees	5%	Pass
11 (4.D)	Late Fees Adhere to Guidance	5%	Pass
12 (5.A)**	Third Party Vendor Management	N/A	Pass
13 (5.B)**	Customer Portal	N/A	Pass
14 (5.C)***	Single Point of Contact (SPOC)	5%[7]	Pass
18 (6.A)	Complaint Response Timeliness	5%	Pass
19 (6.B.i)	Loan modification document collection timeline compliance	5%	Pass[8]
20 (6.B.ii)	Loan Modification Decision/Notification Timeline Compliance	10%	Pass
21 (6.B.iii)	Loan Modification Appeal Timeline Compliance	10%	Pass
22 (6.B.iv)	Short Sale Decision Timeline Compliance	10%	Pass
24 (6.B.vi)	Charge of Application Fees for Loss Mitigation	1%	Pass
25 (6.B.vii.a)	Short Sales – Inclusion of Notice of Whether or Not a Deficiency Will Be Required	5%	Pass
26 (6.B.viii.a)	Dual Track – Referred to Foreclosure in Violation of Dual Track Provisions	5%	Pass
27 (6.B.viii.b)	Dual Track –Failure to Postpone Foreclosure in Violation of Dual Track Provisions	5%	Pass

[7]Test Question 4 only.

[8]As described further in Section V, due to the timing of the IRG's reported results for the Metric 19 Cure Period, such results have not yet been confirmed and are currently under review by my Professionals.

Metric No.	Metric	Threshold Error Rate	Result
28 (6.C.i)	Force-Placed Insurance (FPI) Timeliness of Notices	5%	Pass
29 (6.C.ii)	FPI Termination	5%	Pass

**Indicates a Metric with two questions, one of which is tested on an overall basis (i.e., not a loan-level basis)*

***Indicates a P&P Metric that is tested quarterly on a yes/no basis*

****Indicates a Metric with three questions that are tested quarterly on a yes/no basis*

IV. Monitor – Preparation, Due Diligence and Reviews of Quarterly Reports

A. Monitor and Professionals – Independence

The Enforcement Terms provide that the Monitor and Professionals may not have any prior relationships with any of the Parties to the Judgment that would undermine public confidence in the objectivity of their work under the Judgment or any conflicts of interest with any of the Parties to the Judgment.[9] Prior to the commencement of the work summarized in this Report, the PPF, SPF, other Professionals and I each submitted a conflicts of interest analysis on the basis of which I determined that no prohibited relationships or conflicts of interest existed.

B. IRG Due Diligence

1. Overview. In accordance with the terms of the Work Plan and in furtherance of the requirements and obligations imposed upon me in the Enforcement Terms, I have undertaken, in conjunction with the PPF, the SPF and other Professionals, due diligence regarding the IRG in the context of the Servicing Standards, and reviews of Quarterly Reports and the work of the IRG associated therewith. The due diligence included reviews and assessments of the IRG, including its independence. The reviews of Quarterly Reports included reviews of Work Papers and confirmation

[9]Exhibit E, Paragraph C.3.

of the IRG's selection of testing populations, sampling processes, validation methodologies, and Metrics testing.

2. Review and Assessment of IRG. The IRG's qualifications and performance are subject to ongoing reviews and assessments by me. In Test Period 3 and Test Period 4, these reviews and assessments were undertaken primarily through the PPF's and SPF's continued interaction with the IRG. My findings with regard to the IRG are set out in the sub-paragraphs of this Section.

a. Staffing. The IRG's manager-to-staff ratio for Test Period 3 and Test Period 4 was deemed adequate by the PPF and SPF to manage all the Metric testing requirements related to Test Period 3 and Test Period 4 and any Consumer Relief testing that was undertaken by the IRG during those test periods. There were two key changes to IRG executives during this period. On August 14, 2013, the original IRG Manager vacated his position and left employment with Citi, and a new IRG Manager was named effective August 15, 2013. On August 30, 2013, one of the two Senior Compliance Directors supporting the IRG Manager vacated her position and left employment with Citi. After interviewing the new IRG Manager and in consultation with my Professionals, I do not have any reason to believe these changes will have an impact on the IRG's independence and competency. As reported in the first Compliance Report, the IRG utilizes a consulting firm to support the IRG in performing its test work. Due in part to the vacant position of Senior Compliance Director, the IRG continued to utilize the consulting firm, and currently is in process of filling the vacant position. The IRG has further supplemented the metric testing with managers and staff from the Consumer Relief testing team. To manage testing in Test Period 3 and Test Period 4, Servicer added testers and reviewers, as necessary, to address additional Metrics testing. The additional staff members were added under and in accordance with a Servicer

developed and implemented staffing plan on which I reported in the First Compliance Report. This staffing plan, as represented by the IRG, included onboard training, side-by-side training with existing IRG members and walk-throughs of the Metrics and related IRG prepared Test Plans to gain an understanding of the Metrics and relevant SOR used for testing, and Servicer's mandatory on-line training courses.

b. Quality Controls and Independence. In the First Compliance Report, I reported on the IRG's processes and procedures to control quality and ensure independence of each member of the IRG. These processes and procedures, as represented by the IRG, included periodic meetings of the IRG teams with Servicer personnel, Work Paper review prior to reporting to ensure quality and accuracy of testing, additional quality assurance testing to ensure completeness of documentation, and continued evaluation of IRG team member independence. The IRG's quality control review procedures required or included (i) a second level review by more experienced team members of all sample items tested, whether Pass or Fail, (ii) an IRG management review of all sampled loans where there is either a Fail or the reviewer documents an exception, such as missing documents or a question on whether there has been compliance with the relevant Servicing Standards, and (iii) a secondary management review of all sampled loans designated as Not Applicable. Additionally, IRG management judgmentally selected approximately 10% of Passes for review. During Test Period 4, the IRG implemented additional quality control procedures to better document the secondary review of each sampled loan. During its test work for Test Period 3 and Test Period 4, the SPF saw evidence of the application of these quality control procedures within the Work Papers.

c. Interaction of IRG, PPF and SPF. The interaction between the IRG and the PPF and SPF has continued to be professional, and the PPF and the SPF have continued to find the

IRG to be receptive to their respective questions, comments and observations regarding testing and other aspects of the IRG's work. During its test work, the SPF identified instances where its results did not agree with the IRG's results. In those instances, consistent with the actions described in the First Compliance Report, the IRG investigated the facts and circumstances surrounding the items in question, made any necessary or appropriate changes to its Work Papers, and, where appropriate, selected additional sample loans to test. The SPF concluded that any differences were not intentional, generally were the result of differing interpretations of relevant information or application of the Servicing Standards and ultimately did not impact overall testing results. Overall, no issues were identified with the IRG's qualifications, independence, competency, performance or ability to rely on its work and the ultimate resolution of such issues.

3. SOR.

a. General. Servicer's SOR is Servicer's business records and related processing application and storage systems pertaining primarily to Servicer's mortgage servicing operations and related business operations. The SOR is predominantly electronic data entered and maintained on both Servicer's internal technology platforms and external technology platforms maintained by third parties for use by Servicer. These technology platforms are in part integrated and in part stand-alone or segregated, and include the following, among others: Citi's technology platforms for originations, servicing, core processing, collections, default and modifications, and third party and other platforms for document repository, policies and procedures, attorney portal, force-placed insurance and court filings. The SOR also includes records maintained in a tangible medium by either Servicer or third parties for Servicer. Under the terms of the Judgment, I am not charged with reviewing the SOR for the purpose of determining the accuracy and completeness of information in the SOR, or the functional integrity of the SOR. The Settlement, however, requires

that an independent third party periodically review those parts of the SOR that pertain to account information for accuracy and completeness.[10]

b. SOR – Test Period 3 and Test Period 4. In addition to the overview of the SOR presented by Servicer as reported in the First Compliance Report, Servicer has provided the PPF and the SPF with information and explanations on the SOR that have been in sufficient detail for the PPF and the SPF to perform Metrics testing in Test Period 3 and Test Period 4. This information included documentation that mapped the SOR utilized to each of the Metrics tested in Test Period 3 and Test Period 4. The IRG identified and explained approximately 23 system platforms within the SOR related to Test Period 3 and Test Period 4 Metrics. The SPF relied on the IRG to select mortgage loan testing populations from the appropriate sources within the SOR. The SPF, using information provided by the IRG and with additional test work on certain Metrics as discussed in Section IV.C.1.c. below, determined that the IRG's population selection and sampling were consistent with applicable procedures set out in the Work Plan and Test Plans developed by the IRG for testing the Metrics.

C. Quarterly Reports

1. SPF's Activities.

a. SPF Preparation. As detailed in the First Compliance Report, the SPF conducted detailed reviews of the testing performed by the IRG. These reviews by the SPF required significant preparation by the SPF prior to the actual reviews of the IRG's work, including understanding Servicer's mortgage servicing operations, its SOR, and the IRG's testing protocols for each Metric, evaluation of the IRG's selection and identification of loan testing populations, and examination of the IRG's sampling processes and validation methodologies.

[10]Exhibit A, Paragraph I.B.9.

b. Fieldwork. In addition, the SPF performed confirmatory testing of sub-samples of loans or items tested by the IRG. Similar to its review in Test Period 1 and Test Period 2, the SPF conducted off-site and on-site meetings with the IRG to understand Servicer's mortgage servicing operations and the relevant SOR related to the additional Metrics under review for the first time in Test Period 3. This included remote and in-person walk-throughs of the IRG's testing approach, IRG training materials, and Test Plans for each Metric subject to testing for the first time in Test Period 3 and any changes to the IRG's testing protocols in Test Period 4, as applicable. Based on these walk-throughs, the testing methodologies set forth in the Work Plan, interviews of the IRG management team and the documentation provided to the SPF by the IRG, the SPF, in conjunction with the PPF, formulated detailed Metric testing templates for the SPF to use in reviewing the Work Papers in connection with confirmation of the IRG's work for Test Period 3 and Test Period 4.

c. SPF Confirmation of IRG's Loan Testing Populations.

1) Confirmation of Testing Populations. The IRG identified loan populations for testing each Metric (Loan Testing Population) quarterly at the end of each test period. In its Work Papers, the IRG provided the SPF with quarterly documentation of the IRG's Loan Testing Population procedures, including its due diligence validation of those procedures and resulting populations. Similar to Test Period 1 and Test Period 2, as discussed in detail in the First Compliance Report, the SPF reviewed and evaluated the evidence provided by the IRG for Test Period 3 and Test Period 4 and was able to satisfy itself, taking into consideration the additional enhancements implemented by the IRG by the end of Test Period 4, as discussed below in Section IV.C.1.c.2, that the IRG's procedures to validate each Loan Testing Population and the IRG's sample selection process were reasonable. The SPF's procedures to ensure the IRG's validation

procedures were completed in Test Period 3 and Test Period 4 were conducted with the same level of rigor described in the First Compliance Report. In addition, the SPF obtained and reviewed documentation from the IRG used to test each Metric. This information assisted the SPF in reviewing the IRG's procedures and results of its loan-level testing. It also evidenced the IRG's understanding of the population definitions pursuant to the Work Plan and the population identification and sample selection validation procedures performed by the IRG. Such validation procedures included reconciliations between the SOR and Servicer's central repository for Loan Testing Populations and other loan-level information, which was included in the Work Papers and reviewed by the SPF. Based on the SPF's evaluation of the IRG's selection and identification of Loan Testing Populations for Test Period 3 and Test Period 4, the Loan Testing Populations used and documented by the IRG in its Work Papers conformed in all material respects to the Work Plan and the Enforcement Terms, including the IRG's review/verification of the accuracy and completeness of the populations.

2) Enhancement of Population Validation Procedures. As further described in the First Compliance Report, subsequent to submitting its Quarterly Metrics Reports for Test Period 1 and Test Period 2, the IRG determined during its quality control procedures that it had inadvertently excluded certain data sources from its testing populations for Metrics 3, 11, and 24 in Test Period 1 and Metric 28 in Test Period 2. The Metric 28 population exclusion identified by the IRG also impacted the IRG's testing for Test Period 3. As detailed in the First Compliance Report, the IRG performed the required test work on these excluded populations and determined that there was no impact on Servicer's Metrics testing results, and the SPF concurred with the results of the IRG's additional test work. During Test Period 3 and Test Period 4, the IRG implemented enhancements to its quality control procedures to better ensure the completeness and accuracy of its

Loan Testing Populations, including the validation of populations prior to commencing its test work. These enhancements included, but were not limited to, the following: (i) data quality validation processes; (ii) independent secondary review of SAS code within the IRG; (iii) data analysis and trending of key loan attributes; (iv) review and sign-off by appropriate line of business; (v) additional review of SAS code and reconciliation of Metric populations by Servicer's quality assurance; and (vi) implementation of change control processes within the IRG to capture SAS code change requests.

During the course of implementing the enhancements described in the preceding paragraph, the IRG determined that it had inadvertently excluded certain other data sources from its testing populations for Metrics 25 and 26 in Test Period 3. The IRG subsequently performed the required test work on these excluded populations and determined that there was no impact on Servicer's Metrics testing results. The SPF concurred with the results of the IRG's additional test work, the results of which are incorporated in Tables 1, 2 and 3.

d. SPF Confirmation of IRG's Sampling. As referenced above, each quarter, the IRG performed due diligence procedures to validate that the Loan Testing Population for each Metric that was subject to loan-level testing in the relevant test period appeared reasonable with respect to completeness and accuracy. The SPF confirmed that the IRG followed the same sampling methodology in Test Period 3 and Test Period 4 that is described in detail in the First Compliance Report. The SPF also reviewed and evaluated the IRG's sample selection process and validation methodologies for Test Period 3 and Test Period 4 and validated that the sampling process and validation methodologies used by the IRG, as documented in the IRG's Work Papers, conformed in all material respects to the Work Plan and the Enforcement Terms. The SPF's review and

evaluation was conducted pursuant to parameters set forth in the Enforcement Terms and the Work Plan, and was supplemented by dialogue with the IRG.

e. SPF's Confirmation of IRG's Conclusions.

1) Timeframes. As described in the First Compliance Report, after the Quarterly Reports have been submitted to me, the SPF reviews the IRG's conclusions regarding whether Servicer has Passed or Failed Metrics that are subject to testing in any quarter. Similar to previous test periods, the SPF obtained remote access to the IRG's Work Papers via Servicer's hosted technology environment to perform its confirmatory testing for Test Period 3 and Test Period 4, which commenced on May 20, 2013 and August 26, 2013, respectively. During its on-site visits and at other times, the SPF conducted interviews of the IRG's management team, participated in discussions with other IRG and Servicer personnel, as needed, and obtained documentation from the IRG identifying and explaining the system platforms in the SOR utilized for each of the Metrics tested.

2) Work Papers. The SPF's confirmatory testing is conducted through a review of the Work Papers. As described in further detail in the First Compliance Report, the Work Papers reviewed by the SPF for each test period consist of analyses and other evidence to support the IRG's findings and conclusions, including borrower account documents and screen shots and other documentation from the SOR. Similar to previous test periods for each Metric tested, the SPF reviewed evidence provided by the IRG for each loan selected by the SPF for review, or policies and procedures in place. Based on the SPF's independent review of each loan or policies and procedures, the SPF determined whether it concurred with the IRG's conclusions regarding Servicer's compliance with the Servicing Standards for each Metric tested. While performing its

testing procedures, the SPF had ongoing discussions with the IRG to obtain clarification and additional documentation, as needed.

3) Confirmatory Testing on Sub-Samples and Selection. To confirm the adequacy of the testing and conclusions reached by the IRG, the SPF performed confirmatory testing on sub-samples of items tested by the IRG. Consistent with the procedures described in the First Compliance Report, the SPF determined the appropriate size of the sub-samples for loan-level testing and followed the same sub-sample selection methodology for Test Period 3 and Test Period 4 as it did in previous test periods. In so doing, the SPF was able to confirm that the work of the IRG was accurate and complete in all material respects by re-performing the test work conducted by the IRG, including review of the documents and other information considered by the IRG in reaching its overall metric testing conclusions. In addition, the SPF confirmed the appropriateness of the sample sizes chosen by the IRG by recalculating the sample sizes for each of the Loan Testing Populations for Metrics subject to loan-level testing in each of the relevant test periods.

Based on the procedures performed by the IRG and the SPF, as outlined in this Report and in more detail in the First Compliance Report, the total number of loans tested by the IRG and the total number of loans on which the SPF performed confirmatory testing are set out in Table 3, as follows:

Table 3: Number of Loans Tested for Each Metric

Metric	IRG	SPF
Test Period 3		
1 (1.A)	307	247
2 (1.B)	314	261
3 (2.A)	310	124
4 (2.B)	297	157
5 (2.C)	105	63
6 (3.A)	311	264
7 (3.B)	311	311
8 (4.A)	306	186
9 (4.B)	321	194
10 (4.C)	283	172
11 (4.D)	321	65
12 (5.A)	P&P	P&P
13 (5.B)	P&P	P&P
14 (5.C)	318	66
18 (6.A)	103	63
20 (6.B.ii)	314	314
21 (6.B.iii)	46	28
22 (6.B.iv)	304	184
23 (6.B.v)	312	239
24 (6.B.vi)	319	64
25 (6.B.vi.a)	398	99
26 (6.B.viii.a)	327	206
27 (6.B.viii.b)	316	192
28 (6.C.i)	423	371
29 (6.C.ii)	308	127

Metric	IRG	SPF
Test Period 4		
1 (1.A)	305	244
2 (1.B)	314	193
3 (2.A)	311	125
4 (2.B)	302	161
5 (2.C)	147	74
7 (3.B)	314	193
8 (4.A)	318	198
9 (4.B)	321	193
10 (4.C)	285	173
11 (4.D)	321	65
12 (5.A)	P&P	P&P
13 (5.B)	P&P	P&P
14 (5.C)	318	80
18 (6.A)	110	68
19 (6.B.i)	313	258[11]
20 (6.B.ii)	484	421
21 (6.B.iii)	65	39
22 (6.B.iv)	307	188
24 (6.B.vi)	320	64
25 (6.B.vi.a)	300	75
26 (6.B.viii.a)	311	187
27 (6.B.viii.b)	312	188
28 (6.C.i)	315	266
29 (6.C.ii)	320	140

[11]As discussed in Section V.B, Metric 19 Cure Period results are currently under review by my Professionals.

2. PPF Review of SPF Work. As described in the First Compliance Report in further detail, the PPF operated in a supervisory capacity to review the SPF's work in assessing Servicer's compliance. The PPF embedded Professionals in each of the SPF teams to engage in regular, on-going discussions and meetings among the IRG, SPF and my legal Professionals. This structure helped maintain consistency among the SPF teams with respect to the treatment of Servicers and the IRG's and SPF's testing protocols and Work Paper documentation for each Metric. Similar to previous test periods, the PPF also performed its own detailed confirmatory testing of a selection of loans or items tested by the SPF. Based on its testing results, the PPF concurred with the SPF's confirmation of the IRG's conclusions regarding Metrics tested in Test Period 3 and Test Period 4.

V. Potential Violations

A. Overview

Under the Enforcement Terms, a Servicer has a Potential Violation if Servicer has exceeded the Threshold Error Rate set for a Metric in a given quarter. If Servicer has a Potential Violation, Servicer has a right to cure the violation. This cure is accomplished through Servicer's development of a Corrective Action Plan, or CAP, and subsequent completion of implementation of the corrective actions set out in the CAP. Pursuant to the Enforcement Terms, I am required to approve the CAP and then determine whether the CAP has been satisfactorily completed.[12] Once I have determined satisfactory completion, the IRG resumes its ordinary testing during the Cure Period. If the IRG reports that Servicer has passed the Metric during the Cure Period and I agree with the IRG's conclusion, the Potential Violation will have been cured. Generally, the Cure Period is the first full quarter after completion of a CAP, or a period of shorter duration if I determine that sufficient time remains in the quarter to adequately assess Servicer's compliance.

[12]Exhibit E, Paragraph E.3.

Servicer is also required to remediate under my supervision any material harm to particular borrowers identified in testing a Metric for which there is a Potential Violation, unless the Potential Violation so far exceeds the Threshold Error Rate for the Metric or unless other factors exist such that I deem the error to be widespread. If an error is widespread, Servicer is required to remediate borrower harm in the entire population, not just the borrowers in the sample.

B. Potential Violation – Metric 19

1. Background. As described in the First Compliance Report in further detail, Servicer reported in its Quarterly Report for the quarter ending December 31, 2012 that it had failed Metric 19 (6.B.i) based on the IRG's testing during Test Period 2. Metric 19 evaluates Servicer's compliance with the Servicing Standards regarding the timeliness of borrower notifications for loan modification document collection and has a Threshold Error Rate of 5%. After review by the IRG and SPF, it was determined that Servicer had an error rate of 53.04%. As required by the Enforcement Terms, Servicer met and conferred with the Monitoring Committee concerning this Potential Violation on February 19, 2013. In March, 2013, Servicer submitted to me a CAP regarding the Metric 19 Potential Violation, which was amended by Servicer and approved by me in April, 2013 and further supplemented in May, 2013.

Because the error rate for Metric 19 significantly exceeded the Threshold Error Rate, and after reviewing and considering other factors, I concluded that Servicer's noncompliance was widespread. Consequently, Servicer was required to develop a separate Remediation Plan to remediate any material harm to all affected borrowers identified in the population dating back to Servicer's implementation of the Servicing Standards associated with Metric 19. I approved Servicer's Remediation Plan for Metric 19 on May 3, 2013.

2. Corrective Action Plan. On September 11, 2013, with the assistance of the PPF, SPF and my legal Professionals, I determined that implementation of the Metric 19 CAP had been

satisfactorily completed by Servicer as of March 1, 2013. The time lag between the completion date of March 1, 2013 and the September 11, 2013 date of my finding is a result of the time it took Servicer to accumulate implementation testing results, combined with the time it took the SPF, PPF and legal Professionals to verify Servicer's results.

Since I found that the CAP for Metric 19 had been completed as of March 1, 2013, the Cure Period began on March 2, 2013. The loans to be sampled in the Cure Period were those with a transaction date beginning on March 2, 2013, and extending through May 21, 2013, which I found to be a period sufficient to adequately assess post-CAP compliance. The population definition for Metric 19 is defined in the Enforcement Terms as "[l]oan modifications and loan modification requests (packages) that were missing documentation at receipt and received more than 40 days prior to the end of the review period." Therefore, loans with transaction dates extending through the end of the Cure Period were not required to be sampled.

The IRG notified me of the Metric 19 Cure Period results in its revised Test Period 4 Quarterly Report, which was submitted on October 8, 2013. The Test Period 4 Quarterly Report indicated that Servicer did not exceed the Threshold Error Rate for the Metric 19 Cure Period. The Metric 19 Cure Period results are currently under review by my Professionals. In my next Report, I will provide an update on the SPF's confirmation of the IRG's testing of Servicer's compliance with Metric 19 during the Cure Period.

3. Remediation Plan. Since my last Monitor Report, Servicer has stated that it has completed its remediation efforts to all of the affected borrowers identified in the population dating back to Servicer's implementation of the Servicing Standards associated with Metric 19 (October 20, 2012), through the CAP completion date (March 1, 2013). Each borrower who was sent a notice of incomplete information (NOII) letter after five business days and was declined for a loan

modification due to missing documentation has been assigned to a Single Point of Contact (SPOC) to reach out to the borrower and solicit the borrower for a loan modification, and has been sent an NOII letter detailing all documents needed to complete the loan modification application. Each borrower who was sent an NOII letter after five business days and was referred to foreclosure has (i) had all foreclosure proceedings stopped or placed on hold, (ii) been assigned to a SPOC to reach out to the borrower and solicit the borrower for a modification, and (iii) been sent an NOII letter detailing all documents needed to complete the loan modification application. The IRG has recently completed its testing of Servicer's Remediation Plan and has determined that it has been fully implemented. Together with my Professionals, I will review the IRG's test results and perform confirmatory testing. Once confirmatory testing is completed, I will then make the determination as to whether or not the Remediation Plan has been satisfactorily implemented.

C. Potential Violation – Metric 6

1. Background. In its Quarterly Report for the quarter ending March 31, 2013, based on the IRG's testing during Test Period 3, Servicer reported that it had failed Metric 6. This Metric evaluates Servicer's compliance with the Servicing Standards requiring that loans must be delinquent at the time foreclosures are initiated and that account information must be accurate in pre-foreclosure notification (PFN) letters sent to borrowers. The Threshold Error Rate for Metric 6 is 5% and Servicer had an error rate of 7.40% for Test Question 2, which requires that the information contained in the PFN letter to a borrower accurately state, among other information, the date of the last full payment made by the borrower. The SPF confirmed Servicer's failure when performing its confirmatory work relating to the Metrics for Test Period 3. Under the Enforcement Terms, as noted in Section V.A above, this failure is deemed a Potential Violation, which Servicer

has the right to cure.[13] As required by the Enforcement Terms, Servicer met and conferred with the Monitoring Committee concerning this Potential Violation on May 29, 2013.

2. Nature of Errors. Servicer's errors under Metric 6 were caused by one of the three data fields in PFN letters sent to borrowers being populated with incorrect information – in most cases, the field showing the date of last full payment. Servicer identified the root cause of the errors as "system mapping" issues, or more specifically, errors in the mapping of the data from two SORs into the account statement portion of the PFN letters to borrowers. The problem that caused the largest number of errors was the failure of the system to properly handle payment reversals – the date of last full payment field did not update when a payment was subsequently reversed due to its having been returned for insufficient funds or some other reason. When the problems with the last payment date field were initially discovered during the first quarter of 2013 (Test Period 3), a manual workaround was implemented; however, deficiencies in the workaround led to additional errors during the test period.

3. Corrective Action Plan and Remediation.

a. Corrective Action Plan. Between late May and July, 2013, Servicer submitted to me an initial proposed CAP and several revisions to the CAP. With the assistance of my Professionals, I evaluated the proposed CAP and related revisions and determined that it was appropriately comprehensive such that, if properly implemented by Servicer, it could reasonably be expected to lower Servicer's error rate during the Cure Period to a level below the 5% Threshold Error Rate for Metric 6. Accordingly, in a letter dated July 30, 2013, I approved the proposed CAP as revised. The key corrective action steps described in Servicer's proposed CAP are summarized as follows:

[13]Exhibit E, Paragraph E.2.

i) implement enhancements to existing manual processes and quality control review processes, enabling Servicer to validate last full payment date and principal balance amount due;

ii) implement holds to prevent erroneous notices from being mailed;

iii) develop interim reporting to assist with identification of errors; and

iv) implement system mapping corrections to replace manual preventative and corrective controls.

The CAP also described the remediation steps Servicer indicated it had already taken with respect to the particular borrowers identified in testing that were the subjects of errors, which in all cases included sending corrected PFN letters with accurate information and allowing an additional 30 days to discuss workout options prior to referral to foreclosure.

b. Implementation of CAP. In the final version of its CAP, Servicer asserted that it had already completed the CAP by April, 2013 as to one SOR and by July, 2013 as to the other. In the CAP, Servicer asserted that it had accomplished completion by implementing all systemic corrective actions and process improvements it deemed necessary to better ensure accurate mapping of data and the identification and correction of errors prior to mailing the PFN letters to borrowers, and by taking all necessary remediation actions as described above. With the assistance of my Professionals, I am currently in the process of reviewing evidence provided by Servicer to determine whether Servicer has satisfactorily completed the CAP.

While I have not yet issued a final determination that Servicer's CAP has been implemented in all respects, based on the information provided to me to date showing that the CAP was substantially completed as of July 21, 2013, and by agreement with Servicer, the Cure Period for Servicer's Potential Violation of Metric 6 is expected to begin and formal testing is expected to

resume as of the third quarter of 2013 (Test Period 5). In my next report, I will provide an update on the results of the IRG's testing and the SPF's confirmation of the IRG's testing of Servicer's compliance with Metric 6 during the Cure Period.

c. Remediation. Because the error rate for Metric 6 exceeded the Threshold Error Rate by only 2.40%, and in the absence of other factors indicating a widespread error, I concluded that Servicer's noncompliance was not widespread. Consequently, Servicer needed only to remediate any material harm to particular borrowers identified as errors in testing the Metric during Test Period 3. In my next report, I will provide an update on the results of the IRG's testing and the SPF's confirmation of the IRG's testing of Servicer's remediation efforts.

D. Potential Violation – Metric 23

1. Background. In its Quarterly Report for the quarter ending March 31, 2013, based on the IRG's testing during Test Period 3, Servicer reported that it had failed Metric 23, which evaluates Servicer's compliance with the Servicing Standard requiring notification to borrowers of any missing documents within 30 days of Servicer's receipt of borrower's request for a short sale. The Threshold Error Rate for Metric 23 is 5% and Servicer had an error rate of 25.56% for the sole Test Question, which requires the 30-day notice described above. The SPF confirmed Servicer's failure when performing its confirmatory work related to the Metrics for Test Period 3. As required by the Enforcement Terms, Servicer met and conferred with the Monitoring Committee concerning this Potential Violation on May 29, 2013.

As described above, Servicer's error rate for Metric 23 was 25.56%. Because the error rate significantly exceeded the Threshold Error Rate of 5%, combined with certain other factors including the presence of systemic process problems, I concluded that Servicer's noncompliance was widespread. Consequently, Servicer must develop a separate Remediation Plan to remediate any material harm to all affected borrowers identified in the population dating back to Servicer's

implementation of the Servicing Standard associated with Metric 23 through the beginning date of the Cure Period.

2. Nature of Errors. Servicer's failures in meeting the required 30-day timeline under Metric 23 were traced to four root causes:

i) receipt of short sale offers from so-called "unengaged customers" with whom Servicer had no prior contact regarding a short sale, with whom Servicer was unable to make timely contact within the 30 days, and (because of the foregoing factors) for whom Servicer's automated tracking tool was unable to generate an appropriate and timely letter to the borrower based on the type of short sale for which the borrower might be eligible;

ii) "untimely letter triggers" involving situations where Servicer had contact with the borrower but did not timely send the required letter because either (1) Servicer did not have sufficient information or (2) Servicer's document review agents failed to place the required note in the SOR to trigger the letter being sent in a timely manner;

iii) "inaccurate letter triggers" involving situations where Servicer's document review agents mistook miscellaneous short sale related documents for purchase agreements and erroneously sent the 30-day letter too early – prior to receipt of an actual firm offer to purchase which is required to start the 30-day reply period; and

iv) "generic indexing" in the SOR under a single code of all short sale documents received by Servicer, resulting in delays in reviewing some purchase offers because Servicer failed to identify the document as such an offer.

3. Corrective Action Plan and Implementation.

a. Corrective Action Plan. On June 3, 2013, Servicer submitted to me an initial proposed CAP which was subsequently revised on June 25, 2013. With the assistance of my

Professionals, I evaluated the proposed CAP and determined that it was appropriately comprehensive such that, if properly implemented by Servicer, it could reasonably be expected to lower Servicer's error rate during the Cure Period to a level below the 5% Threshold Error Rate for Metric 23. Accordingly, in a letter dated July 18, 2013, I approved the proposed CAP as revised. The key corrective action steps described in Servicer's proposed CAP are summarized as follows:

i) development of a generic short-sale notice of incomplete information (SS-NOII) letter which can be sent within the 30 days to unengaged borrowers;

ii) development of a new daily exception report to identify all loans that have not been sent the SS-NOII letter after receipt of a purchase agreement;

iii) enhanced training of document review agents to ensure that timely SS-NOII letters are sent upon receipt of a purchase agreement; and

iv) creation of a new indexing code to be used solely for purchase agreements, together with the daily generation of a new report listing all loans for which a purchase agreement was imaged that day, which report will be reviewed by Servicer's document review team to ensure a timely SS-NOII letter is triggered for all borrowers on the list.

b. Implementation of CAP. In its CAP, Servicer asserted that implementation of the CAP had begun on May 15, 2013, and that all corrective action steps would be completed by August 1, 2013. With the assistance of my Professionals, I am currently in the process of reviewing evidence provided by Servicer to determine whether Servicer has satisfactorily completed the CAP.

While I have not yet issued a final determination that Servicer's CAP has been implemented in all respects, based on the information provided to me to date showing that the CAP was completed or substantially completed as of August 1, 2013, and by agreement with Servicer, the Cure Period for Metric 23 is expected to begin and testing is expected to resume as of the third

quarter of 2013 (Test Period 5), with the IRG selecting its testing sample from a population of transactions occurring after August 1, 2013. In my next Report, I will provide an update on the results of the IRG's testing and the SPF's confirmation of the IRG's testing of Servicer's compliance with Metric 23 during the Cure Period.

4. Remediation Plan and Implementation.

a. Remediation Plan. Between mid-August and September 2013, Servicer submitted to me an initial proposed Remediation Plan and several revisions to the Remediation Plan. Since I determined the Potential Violation under Metric 23 was widespread, the Remediation Plan was required to identify and remediate any material harm to all affected borrowers identified in the population dating back to Servicer's implementation of the Servicing Standard associated with Metric 23 (October 4, 2012) through the projected CAP completion date (August 1, 2013). With the assistance of my Professionals, I evaluated the proposed Remediation Plan as revised to determine whether its implementation could reasonably be expected to remediate any material harm to all affected borrowers. At the time the Remediation Plan was submitted, Servicer had not yet completed its analysis to identify the entire population of potentially harmed borrowers. On October 8, 2013, I approved Servicer's proposed Remediation Plan with the requirement that Servicer supplement the plan to reflect the entire population of harmed borrowers and the proposed remediation for each, once the population review and evaluation was completed. A supplemented Remediation Plan was received from Servicer on November 11, 2013, and it is currently being evaluated by my Professionals.

Under the Remediation Plan, for borrowers who were sent an SS-NOII letter more than 30 days after Servicer's receipt of the borrower's request for a short sale, or who were never sent an SS-NOII letter and a foreclosure sale occurred without providing the borrower with a decision on

the short sale request, Servicer will waive any deficiency balance and will report to the credit bureaus that no amounts are remaining due from the borrower on the loan. For borrowers who were sent an SS-NOII letter more than 30 days after receipt of the request for a short sale, or who were never sent an SS-NOII letter and the borrower's short sale request was not submitted for a decision, Servicer will send a new solicitation letter to the borrower to provide the borrower with another opportunity for a short sale, and assign a SPOC to each borrower to make additional outreach efforts to contact the borrower about the short sale opportunity.

b. Implementation of Remediation Plan. Servicer has begun its remediation efforts detailed in the Remediation Plan to the borrowers in the identified population of harmed borrowers. By October 14, 2013, Servicer had completed its analysis of the majority of borrowers where a foreclosure sale had occurred, waived any deficiency balances and notified the credit bureaus that no amounts remain due from the borrowers on the mortgage loans. By October 21, 2013, Servicer had mailed its first wave of short sale solicitation letters to some of the borrowers in the identified population. The assigned SPOCs have begun outreach efforts and Servicer has indicated that the SPOCs have been able to make at least first contact with 45% of the borrowers in the first solicitation wave.

Once Servicer asserts that it has completed implementation of the Remediation Plan, I will evaluate whether Servicer has satisfactorily completed the plan. My next Monitor Report will include further information on Servicer's remediation activities, analysis and testing protocols undertaken with respect to the Remediation Plan.

VI. Summary and Conclusion

On the basis of the foregoing, and on a review of such other documents and information as I have deemed necessary, I find that:

i) neither I, as Monitor, nor any of the Professionals engaged by me under the Judgment have any prior relationship with Servicer or any other of the Parties to the Judgment that would undermine public confidence in our work and do not have any conflicts of interest with any Party;[14]

ii) the Internal Review Group

1) for Test Period 3 and Test Period 4 was independent from the line of business whose performance was being measured, in that it did not perform operational work on mortgage servicing and did not report to an officer who had direct operational responsibility for mortgage servicing,[15]

2) has the appropriate authority, privileges and knowledge to effectively implement and conduct the reviews and Metric assessments contemplated in the Judgment and under the terms and conditions of the Work Plan, and[16]

3) has personnel skilled at evaluating and validating processes, decisions and documentation utilized through the implementation of the Servicing Standards;[17] and

iii) the Threshold Error Rate was not exceeded for any of the Metrics reported on by the Quarterly Reports for the calendar quarters ending March 31, 2013 and June 30, 2013, except for Metrics 6 and 23 where the Error Rates were 7.40% and 25.56%, respectively, exceeding the Threshold Error Rate of 5.00% for both Metrics in Test Period 3.

As more fully described above, Servicer implemented and completed a Corrective Action Plan for Metric 19. In consultation with the SPF and the PPF, I reviewed and approved the CAP, and determined that the CAP's implementation had been satisfactorily completed by Servicer. The

[14]Exhibit E, Paragraph C.3.
[15]Exhibit E, Paragraph C.7.
[16]Exhibit E, Paragraph C.8.
[17]Exhibit E, Paragraph C.9.

IRG's testing of Metric 19 has resumed and the results for the Cure Period were reported to me by Servicer in its revised Quarterly Report for the calendar quarter ended June 30, 2013 (Test Period 4). While subject to review by me, the SPF and PPF, such results indicated that Servicer did not exceed the Threshold Error Rate for the Metric 19 Cure Period.

Prior to the filing of this Report, I have conferred with 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 Company's Board of Directors, or a committee of the Board designated by Servicer.[18]

I respectfully file this Report with the United States District Court for the District of Columbia on this, the 4th day of December, 2013.

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

[18]Exhibit E, Paragraph 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 4th day of December, 2013.

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

SERVICE LIST

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(Defendant)

COUNTRYWIDE MORTGAGE VENTURES, LLC
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		GMAC RESIDENTIAL FUNDING CO., LLC *(Defendant)*

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(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
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BAC HOME LOANS SERVICING, LP *(Defendant)*

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CITIBANK, N.A.
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WELLS FARGO BANK NATIONAL ASSOCIATION
(Defendant)

Appendix 1

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 0361

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 Citigroup Inc., Citibank, N.A., and CitiMortgage, Inc. (collectively, "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, by its attorneys, 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. Defendant 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.* Defendant shall pay into an interest bearing escrow account to be established for this purpose the sum of $413,041,577, 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. Defendant's 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 Defendant has made the required payment, 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 $1,411,000,000 of relief to consumers who meet the eligibility criteria in the forms and amounts described in Paragraphs 1-8 of Exhibit D, and $378,000,000 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 Defendant does not make the Consumer Relief Payments (as that term is defined in Exhibit F (Federal Release)) required under this Consent Judgment and fails to cure such non-payment 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 the Defendants' obligations under the Consent Judgment shall expire, except that, pursuant to Exhibit E, Defendants 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 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 A

Settlement Term Sheet

The provisions outlined below are intended to apply to loans secured by owner-occupied properties that serve as the primary residence of the borrower unless otherwise noted herein.

I. FORECLOSURE AND BANKRUPTCY INFORMATION AND DOCUMENTATION.

Unless otherwise specified, these provisions shall apply to bankruptcy and foreclosures in all jurisdictions regardless of whether the jurisdiction has a judicial, non-judicial or quasi-judicial process for foreclosures and regardless of whether a statement is submitted during the foreclosure or bankruptcy process in the form of an affidavit, sworn statement or declarations under penalty of perjury (to the extent stated to be based on personal knowledge) ("Declaration").

A. Standards for Documents Used in Foreclosure and Bankruptcy Proceedings.

1. Servicer shall ensure that factual assertions made in pleadings (complaint, counterclaim, cross-claim, answer or similar pleadings), bankruptcy proofs of claim (including any facts provided by Servicer or based on information provided by the Servicer that are included in any attachment and submitted to establish the truth of such facts) ("POC"), Declarations, affidavits, and sworn statements filed by or on behalf of Servicer in judicial foreclosures or bankruptcy proceedings and notices of default, notices of sale and similar notices submitted by or on behalf of Servicer in non-judicial foreclosures are accurate and complete and are supported by competent and reliable evidence. Before a loan is referred to non-judicial foreclosure, Servicer shall ensure that it has reviewed competent and reliable evidence to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

2. Servicer shall ensure that affidavits, sworn statements, and Declarations are based on personal knowledge, which may be based on the affiant's review of Servicer's books and records, in accordance with the evidentiary requirements of applicable state or federal law.

3. Servicer shall ensure that affidavits, sworn statements and Declarations executed by Servicer's affiants are based on the affiant's review and personal knowledge of the accuracy and completeness of the assertions in the affidavit, sworn statement or Declaration, set out facts that Servicer reasonably believes would be admissible in evidence, and show that the affiant is competent to testify on the matters stated. Affiants shall confirm that they have reviewed competent and reliable evidence to substantiate the

borrower's default and the right to foreclose, including the borrower's loan status and required loan ownership information. If an affiant relies on a review of business records for the basis of its affidavit, the referenced business record shall be attached if required by applicable state or federal law or court rule. This provision does not apply to affidavits, sworn statements and Declarations signed by counsel based solely on counsel's personal knowledge (such as affidavits of counsel relating to service of process, extensions of time, or fee petitions) that are not based on a review of Servicer's books and records. Separate affidavits, sworn statements or Declarations shall be used when one affiant does not have requisite personal knowledge of all required information.

4. Servicer shall have standards for qualifications, training and supervision of employees. Servicer shall train and supervise employees who regularly prepare or execute affidavits, sworn statements or Declarations. Each such employee shall sign a certification that he or she has received the training. Servicer shall oversee the training completion to ensure each required employee properly and timely completes such training. Servicer shall maintain written records confirming that each such employee has completed the training and the subjects covered by the training.

5. Servicer shall review and approve standardized forms of affidavits, standardized forms of sworn statements, and standardized forms of Declarations prepared by or signed by an employee or officer of Servicer, or executed by a third party using a power of attorney on behalf of Servicer, to ensure compliance with applicable law, rules, court procedure, and the terms of this Agreement ("the Agreement").

6. Affidavits, sworn statements and Declarations shall accurately identify the name of the affiant, the entity of which the affiant is an employee, and the affiant's title.

7. Affidavits, sworn statements and Declarations, including their notarization, shall fully comply with all applicable state law requirements.

8. Affidavits, sworn statements and Declarations shall not contain information that is false or unsubstantiated. This requirement shall not preclude Declarations based on information and belief where so stated.

9. Servicer shall assess and ensure that it has an adequate number of employees and that employees have reasonable time to prepare, verify, and execute pleadings, POCs, motions for relief from stay ("MRS"), affidavits, sworn statements and Declarations.

10. Servicer shall not pay volume-based or other incentives to employees or third-party providers or trustees that encourage undue haste or lack of due diligence over quality.

11. Affiants shall be individuals, not entities, and affidavits, sworn statements and Declarations shall be signed by hand signature of the affiant (except for permitted electronic filings). For such documents, except for permitted electronic filings, signature stamps and any other means of electronic or mechanical signature are prohibited.

12. At the time of execution, all information required by a form affidavit, sworn statement or Declaration shall be complete.

13. Affiants shall date their signatures on affidavits, sworn statements or Declarations.

14. Servicer shall maintain records that identify all notarizations of Servicer documents executed by each notary employed by Servicer.

15. Servicer shall not file a POC in a bankruptcy proceeding which, when filed, contained materially inaccurate information. In cases in which such a POC may have been filed, Servicer shall not rely on such POC and shall (a) in active cases, at Servicer's expense, take appropriate action, consistent with state and federal law and court procedure, to substitute such POC with an amended POC as promptly as reasonably practicable (and, in any event, not more than 30 days) after acquiring actual knowledge of such material inaccuracy and provide appropriate written notice to the borrower or borrower's counsel; and (b) in other cases, at Servicer's expense, take appropriate action after acquiring actual knowledge of such material inaccuracy.

16. Servicer shall not rely on an affidavit of indebtedness or similar affidavit, sworn statement or Declaration filed in a pending pre-judgment judicial foreclosure or bankruptcy proceeding which (a) was required to be based on the affiant's review and personal knowledge of its accuracy but was not, (b) was not, when so required, properly notarized, or (c) contained materially inaccurate information in order to obtain a judgment of foreclosure, order of sale, relief from the automatic stay or other relief in bankruptcy. In pending cases in which such affidavits, sworn statements or Declarations may have been filed, Servicer shall, at Servicer's expense, take appropriate action, consistent with state and federal law and court procedure, to substitute such affidavits with new affidavits and provide appropriate written notice to the borrower or borrower's counsel.

17. In pending post-judgment, pre-sale cases in judicial foreclosure proceedings in which an affidavit or sworn statement was filed which was required to be based on the affiant's review and personal knowledge of its accuracy but may not have been, or that may not have, when so required, been properly notarized, and such affidavit or sworn statement has not been re-filed, Servicer, unless prohibited by state or local law or court rule, will provide written notice to borrower at borrower's address of record or borrower's counsel prior to proceeding with a foreclosure sale or eviction proceeding.

18. In all states, Servicer shall send borrowers a statement setting forth facts supporting Servicer's or holder's right to foreclose and containing the information required in paragraphs I.B.6 (items available upon borrower request), I.B.10 (account statement), I.C.2 and I.C.3 (ownership statement), and IV.B.13 (loss mitigation statement) herein. Servicer shall send this statement to the borrower in one or more communications no later than 14 days prior to referral to foreclosure attorney or foreclosure trustee. Servicer shall provide the Monitoring Committee with copies of proposed form statements for review before implementation.

B. Requirements for Accuracy and Verification of Borrower's Account Information.

1. Servicer shall maintain procedures to ensure accuracy and timely updating of borrower's account information, including posting of payments and imposition of fees. Servicer shall also maintain adequate documentation of borrower account information, which may be in either electronic or paper format.

2. For any loan on which interest is calculated based on a daily accrual or daily interest method and as to which any obligor is not a debtor in a bankruptcy proceeding without reaffirmation, Servicer shall promptly accept and apply all borrower payments, including cure payments (where authorized by law or contract), trial modification payments, as well as non-conforming payments, unless such application conflicts with contract provisions or prevailing law. Servicer shall ensure that properly identified payments shall be posted no more than two business days after receipt at the address specified by Servicer and credited as of the date received to borrower's account. Each monthly payment shall be applied in the order specified in the loan documents.

3. For any loan on which interest is not calculated based on a daily accrual or daily interest method and as to which any obligor is not a debtor in a bankruptcy proceeding without reaffirmation, Servicer shall promptly accept and apply all borrower conforming

payments, including cure payments (where authorized by law or contract), unless such application conflicts with contract provisions or prevailing law. Servicer shall continue to accept trial modification payments consistent with existing payment application practices. Servicer shall ensure that properly identified payments shall be posted no more than two business days after receipt at the address specified by Servicer. Each monthly payment shall be applied in the order specified in the loan documents.

a. Servicer shall accept and apply at least two non-conforming payments from the borrower, in accordance with this subparagraph, when the payment, whether on its own or when combined with a payment made by another source, comes within $50.00 of the scheduled payment, including principal and interest and, where applicable, taxes and insurance.

b. Except for payments described in paragraph I.B.3.a, Servicer may post partial payments to a suspense or unapplied funds account, provided that Servicer (1) discloses to the borrower the existence of and any activity in the suspense or unapplied funds account; (2) credits the borrower's account with a full payment as of the date that the funds in the suspense or unapplied funds account are sufficient to cover such full payment; and (3) applies payments as required by the terms of the loan documents. Servicer shall not take funds from suspense or unapplied funds accounts to pay fees until all unpaid contractual interest, principal, and escrow amounts are paid and brought current or other final disposition of the loan.

4. Notwithstanding the provisions above, Servicer shall not be required to accept payments which are insufficient to pay the full balance due after the borrower has been provided written notice that the contract has been declared in default and the remaining payments due under the contract have been accelerated.

5. Servicer shall provide to borrowers (other than borrowers in bankruptcy or borrowers who have been referred to or are going through foreclosure) adequate information on monthly billing or other account statements to show in clear and conspicuous language:

a. total amount due;

b. allocation of payments, including a notation if any payment has been posted to a "suspense or unapplied funds account";

c. unpaid principal;

d. fees and charges for the relevant time period;

e. current escrow balance; and

f. reasons for any payment changes, including an interest rate or escrow account adjustment, no later than 21 days before the new amount is due (except in the case of loans as to which interest accrues daily or the rate changes more frequently than once every 30 days);

Statements as described above are not required to be delivered with respect to any fixed rate residential mortgage loan as to which the borrower is provided a coupon book.

6. In the statements described in paragraphs I.A.18 and III.B.1.a, Servicer shall notify borrowers that they may receive, upon written request:

a. A copy of the borrower's payment history since the borrower was last less than 60 days past due;

b. A copy of the borrower's note;

c. If Servicer has commenced foreclosure or filed a POC, copies of any assignments of mortgage or deed of trust required to demonstrate the right to foreclose on the borrower's note under applicable state law; and

d. The name of the investor that holds the borrower's loan.

7. Servicer shall adopt enhanced billing dispute procedures, including for disputes regarding fees. These procedures will include:

a. Establishing readily available methods for customers to lodge complaints and pose questions, such as by providing toll-free numbers and accepting disputes by email;

b. Assessing and ensuring adequate and competent staff to answer and respond to consumer disputes promptly;

c. Establishing a process for dispute escalation;

d. Tracking the resolution of complaints; and

e. Providing a toll-free number on monthly billing statements.

8. Servicer shall take appropriate action to promptly remediate any inaccuracies in borrowers' account information, including:

a. Correcting the account information;

b. Providing cash refunds or account credits; and

c. Correcting inaccurate reports to consumer credit reporting

agencies.

9. Servicer's systems to record account information shall be periodically independently reviewed for accuracy and completeness by an independent reviewer.

10. As indicated in paragraph I.A.18, Servicer shall send the borrower an itemized plain language account summary setting forth each of the following items, to the extent applicable:

    a. The total amount needed to reinstate or bring the account current, and the amount of the principal obligation under the mortgage;

    b. The date through which the borrower's obligation is paid;

    c. The date of the last full payment;

    d. The current interest rate in effect for the loan (if the rate is effective for at least 30 days);

    e. The date on which the interest rate may next reset or adjust (unless the rate changes more frequently than once every 30 days);

    f. The amount of any prepayment fee to be charged, if any;

    g. A description of any late payment fees;

    h. A telephone number or electronic mail address that may be used by the obligor to obtain information regarding the mortgage; and

    i. The names, addresses, telephone numbers, and Internet addresses of one or more counseling agencies or programs approved by HUD (http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm).

11. In active chapter 13 cases, Servicer shall ensure that:

    a. prompt and proper application of payments is made on account of (a) pre-petition arrearage amounts and (b) post-petition payment amounts and posting thereof as of the successful consummation of the effective confirmed plan;

    b. the debtor is treated as being current so long as the debtor is making payments in accordance with the terms of the then-effective confirmed plan and any later effective payment change notices; and

    c. as of the date of dismissal of a debtor's bankruptcy case, entry of an order granting Servicer relief from the stay, or entry of an order granting the debtor a discharge, there is a reconciliation of payments received with respect to the

debtor's obligations during the case and appropriately update the Servicer's systems of record. In connection with such reconciliation, Servicer shall reflect the waiver of any fee, expense or charge pursuant to paragraphs III.B.1.c.i or III.B.1.d.

C. Documentation of Note, Holder Status and Chain of Assignment.

1. Servicer shall implement processes to ensure that Servicer or the foreclosing entity has a documented enforceable interest in the promissory note and mortgage (or deed of trust) under applicable state law, or is otherwise a proper party to the foreclosure action.

2. Servicer shall include a statement in a pleading, affidavit of indebtedness or similar affidavits in court foreclosure proceedings setting forth the basis for asserting that the foreclosing party has the right to foreclose.

3. Servicer shall set forth the information establishing the party's right to foreclose as set forth in I.C.2 in a communication to be sent to the borrower as indicated in I.A.18.

4. If the original note is lost or otherwise unavailable, Servicer shall comply with applicable law in an attempt to establish ownership of the note and the right to enforcement. Servicer shall ensure good faith efforts to obtain or locate a note lost while in the possession of Servicer or Servicer's agent and shall ensure that Servicer and Servicer's agents who are expected to have possession of notes or assignments of mortgage on behalf of Servicer adopt procedures that are designed to provide assurance that the Servicer or Servicer's agent would locate a note or assignment of mortgage if it is in the possession or control of the Servicer or Servicer's agent, as the case may be. In the event that Servicer prepares or causes to be prepared a lost note or lost assignment affidavit with respect to an original note or assignment lost while in Servicer's control, Servicer shall use good faith efforts to obtain or locate the note or assignment in accordance with its procedures. In the affidavit, sworn statement or other filing documenting the lost note or assignment, Servicer shall recite that Servicer has made a good faith effort in accordance with its procedures for locating the lost note or assignment.

5. Servicer shall not intentionally destroy or dispose of original notes that are still in force.

6. Servicer shall ensure that mortgage assignments executed by or on behalf of Servicer are executed with appropriate legal authority, accurately reflective of the completed transaction and properly acknowledged.

D. Bankruptcy Documents.

1. **Proofs of Claim ("POC")**. Servicer shall ensure that POCs filed on behalf of Servicer are documented in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and any applicable local rule or order ("bankruptcy law"). Unless not permitted by statute or rule, Servicer shall ensure that each POC is documented by attaching:

   a. The original or a duplicate of the note, including all indorsements; a copy of any mortgage or deed of trust securing the notes (including, if applicable, evidence of recordation in the applicable land records); and copies of any assignments of mortgage or deed of trust required to demonstrate the right to foreclose on the borrower's note under applicable state law (collectively, "Loan Documents"). If the note has been lost or destroyed, a lost note affidavit shall be submitted.

   b. If, in addition to its principal amount, a claim includes interest, fees, expenses, or other charges incurred before the petition was filed, an itemized statement of the interest, fees, expenses, or charges shall be filed with the proof of claim (including any expenses or charges based on an escrow analysis as of the date of filing) at least in the detail specified in the current draft of Official Form B 10 (effective December 2011) ("Official Form B 10"**)** Attachment A.

   c. A statement of the amount necessary to cure any default as of the date of the petition shall be filed with the proof of claim.

   d. If a security interest is claimed in property that is the debtor's principal residence, the attachment prescribed by the appropriate Official Form shall be filed with the proof of claim.

   e. Servicer shall include a statement in a POC setting forth the basis for asserting that the applicable party has the right to foreclose.

   f. The POC shall be signed (either by hand or by appropriate electronic signature) by the responsible person under penalty of perjury after reasonable investigation, stating that the information set forth in the POC is true and correct to the best of such responsible person's knowledge, information, and reasonable belief, and clearly identify the responsible person's employer and position or title with the

employer.

2. **Motions for Relief from Stay ("MRS")**. Unless not permitted by bankruptcy law, Servicer shall ensure that each MRS in a chapter 13 proceeding is documented by attaching:

   a. To the extent not previously submitted with a POC, a copy of the Loan Documents; if such documents were previously submitted with a POC, a statement to that effect. If the promissory note has been lost or destroyed, a lost note affidavit shall be submitted;

   b. To the extent not previously submitted with a POC, Servicer shall include a statement in an MRS setting forth the basis for asserting that the applicable party has the right to foreclose.

   c. An affidavit, sworn statement or Declaration made by Servicer or based on information provided by Servicer ("MRS affidavit" (which term includes, without limitation, any facts provided by Servicer that are included in any attachment and submitted to establish the truth of such facts) setting forth:

      i. whether there has been a default in paying pre-petition arrearage or post-petition amounts (an "MRS delinquency");

      ii. if there has been such a default, (a) the unpaid principal balance, (b) a description of any default with respect to the pre-petition arrearage, (c) a description of any default with respect to the post-petition amount (including, if applicable, any escrow shortage), (d) the amount of the pre-petition arrearage (if applicable), (e) the post-petition payment amount , (f) for the period since the date of the first post-petition or pre-petition default that is continuing and has not been cured, the date and amount of each payment made (including escrow payments) and the application of each such payment, and (g) the amount, date and description of each fee or charge applied to such pre-petition amount or post-petition amount since the later of the date of the petition or the preceding statement pursuant to paragraph III.B.1.a; and

      iii. all amounts claimed, including a statement of the amount necessary to cure any default on or about the date of the MRS.

d. All other attachments prescribed by statute, rule, or law.

e. Servicer shall ensure that any MRS discloses the terms of any trial period or permanent loan modification plan pending at the time of filing of a MRS or whether the debtor is being evaluated for a loss mitigation option.

E. Quality Assurance Systems Review.

1. Servicer shall conduct regular reviews, not less than quarterly, of a statistically valid sample of affidavits, sworn statements, Declarations filed by or on behalf of Servicer in judicial foreclosures or bankruptcy proceedings and notices of default, notices of sale and similar notices submitted in non-judicial foreclosures to ensure that the documents are accurate and comply with prevailing law and this Agreement.

a. The reviews shall also verify the accuracy of the statements in affidavits, sworn statements, Declarations and documents used to foreclose in non-judicial foreclosures, the account summary described in paragraph I.B.10, the ownership statement described in paragraph I.C.2, and the loss mitigation statement described in paragraph IV.B.13 by reviewing the underlying information. Servicer shall take appropriate remedial steps if deficiencies are identified, including appropriate remediation in individual cases.

b. The reviews shall also verify the accuracy of the statements in affidavits, sworn statements and Declarations submitted in bankruptcy proceedings. Servicer shall take appropriate remedial steps if deficiencies are identified, including appropriate remediation in individual cases.

2. The quality assurance steps set forth above shall be conducted by Servicer employees who are separate and independent of employees who prepare foreclosure or bankruptcy affidavits, sworn statements, or other foreclosure or bankruptcy documents.

3. Servicer shall conduct regular pre-filing reviews of a statistically valid sample of POCs to ensure that the POCs are accurate and comply with prevailing law and this Agreement. The reviews shall also verify the accuracy of the statements in POCs. Servicer shall take appropriate remedial steps if deficiencies are identified, including appropriate remediation in individual cases. The pre-filing review shall be conducted by Servicer employees who are separate and independent of the persons who prepared the applicable POCs.

4. Servicer shall regularly review and assess the adequacy of its internal controls and procedures with respect to its obligations under this Agreement, and implement appropriate procedures to address deficiencies.

II. THIRD-PARTY PROVIDER OVERSIGHT.

A. *Oversight Duties Applicable to All Third-Party Providers.*

Servicer shall adopt policies and processes to oversee and manage foreclosure firms, law firms, foreclosure trustees, subservicers and other agents, independent contractors, entities and third parties (including subsidiaries and affiliates) retained by or on behalf of Servicer that provide foreclosure, bankruptcy or mortgage servicing activities (including loss mitigation) (collectively, such activities are "Servicing Activities" and such providers are "Third-Party Providers"), including:

1. Servicer shall perform appropriate due diligence of Third-Party Providers' qualifications, expertise, capacity, reputation, complaints, information security, document custody practices, business continuity, and financial viability.

2. Servicer shall amend agreements, engagement letters, or oversight policies, or enter into new agreements or engagement letters, with Third-Party Providers to require them to comply with Servicer's applicable policies and procedures (which will incorporate any applicable aspects of this Agreement) and applicable state and federal laws and rules.

3. Servicer shall ensure that agreements, contracts or oversight policies provide for adequate oversight, including measures to enforce Third-Party Provider contractual obligations, and to ensure timely action with respect to Third-Party Provider performance failures.

4. Servicer shall ensure that foreclosure and bankruptcy counsel and foreclosure trustees have appropriate access to information from Servicer's books and records necessary to perform their duties in preparing pleadings and other documents submitted in foreclosure and bankruptcy proceedings.

5. Servicer shall ensure that all information provided by or on behalf of Servicer to Third-Party Providers in connection with providing Servicing Activities is accurate and complete.

6. Servicer shall conduct periodic reviews of Third-Party Providers. These reviews shall include:

   a. A review of a sample of the foreclosure and bankruptcy documents prepared by the Third-Party Provider, to provide for compliance with applicable state and federal law and

this Agreement in connection with the preparation of the documents, and the accuracy of the facts contained therein;

b. A review of the fees and costs assessed by the Third-Party Provider to provide that only fees and costs that are lawful, reasonable and actually incurred are charged to borrowers and that no portion of any fees or charges incurred by any Third-Party Provider for technology usage, connectivity, or electronic invoice submission is charged as a cost to the borrower;

c. A review of the Third-Party Provider's processes to provide for compliance with the Servicer's policies and procedures concerning Servicing Activities;

d. A review of the security of original loan documents maintained by the Third-Party Provider;

e. A requirement that the Third-Party Provider disclose to the Servicer any imposition of sanctions or professional disciplinary action taken against them for misconduct related to performance of Servicing Activities; and

f. An assessment of whether bankruptcy attorneys comply with the best practice of determining whether a borrower has made a payment curing any MRS delinquency within two business days of the scheduled hearing date of the related MRS.

The quality assurance steps set forth above shall be conducted by Servicer employees who are separate and independent of employees who prepare foreclosure or bankruptcy affidavits, sworn documents, Declarations or other foreclosure or bankruptcy documents.

7. Servicer shall take appropriate remedial steps if problems are identified through this review or otherwise, including, when appropriate, terminating its relationship with the Third-Party Provider.

8. Servicer shall adopt processes for reviewing and appropriately addressing customer complaints it receives about Third-Party Provider services.

9. Servicer shall regularly review and assess the adequacy of its internal controls and procedures with respect to its obligations under this Section, and take appropriate remedial steps if deficiencies are identified, including appropriate remediation in individual cases.

B. *Additional Oversight of Activities by Third-Party Providers.*

1. Servicer shall require a certification process for law firms (and recertification of existing law firm providers) that provide residential mortgage foreclosure and bankruptcy services for Servicer, on a periodic basis, as qualified to serve as a Third-Party Provider to Servicer, including that attorneys have the experience and competence necessary to perform the services requested.

2. Servicer shall ensure that attorneys are licensed to practice in the relevant jurisdiction, have the experience and competence necessary to perform the services requested, and that their services comply with applicable rules, regulations and applicable law (including state law prohibitions on fee splitting).

3. Servicer shall ensure that foreclosure and bankruptcy counsel and foreclosure trustees have an appropriate Servicer contact to assist in legal proceedings and to facilitate loss mitigation questions on behalf of the borrower.

4. Servicer shall adopt policies requiring Third-Party Providers to maintain records that identify all notarizations of Servicer documents executed by each notary employed by the Third-Party Provider.

III. BANKRUPTCY.

A. General.

1. The provisions, conditions and obligations imposed herein are intended to be interpreted in accordance with applicable federal, state and local laws, rules and regulations. Nothing herein shall require a Servicer to do anything inconsistent with applicable state or federal law, including the applicable bankruptcy law or a court order in a bankruptcy case.

2. Servicer shall ensure that employees who are regularly engaged in servicing mortgage loans as to which the borrower or mortgagor is in bankruptcy receive training specifically addressing bankruptcy issues.

B. Chapter 13 Cases.

1. In any chapter 13 case, Servicer shall ensure that:

a. So long as the debtor is in a chapter 13 case, within 180 days after the date on which the fees, expenses, or charges are incurred, file and serve on the debtor, debtor's counsel, and the trustee a notice in a form consistent with Official Form B10 (Supplement 2) itemizing fees, expenses, or charges (1) that were incurred in connection with the claim

after the bankruptcy case was filed, (2) that the holder asserts are recoverable against the debtor or against the debtor's principal residence, and (3) that the holder intends to collect from the debtor.

b. Servicer replies within time periods established under bankruptcy law to any notice that the debtor has completed all payments under the plan or otherwise paid in full the amount required to cure any pre-petition default.

c. If the Servicer fails to provide information as required by paragraph III.B.1.a with respect to a fee, expense or charge within 180 days of the incurrence of such fee, expense, or charge, then,

   i. Except for independent charges ("Independent charge") paid by the Servicer that is either (A) specifically authorized by the borrower or (B) consists of amounts advanced by Servicer in respect of taxes, homeowners association fees, liens or insurance, such fee, expense or charge shall be deemed waived and may not be collected from the borrower.

   ii. In the case of an Independent charge, the court may, after notice and hearing, take either or both of the following actions:

      (a) preclude the holder from presenting the omitted information, in any form, as evidence in any contested matter or adversary proceeding in the case, unless the court determines that the failure was substantially justified or is harmless; or

      (b) award other appropriate relief, including reasonable expenses and attorney's fees caused by the failure.

d. If the Servicer fails to provide information as required by paragraphs III.B.1.a or III.B.1.b and bankruptcy law with respect to a fee, expense or charge (other than an Independent Charge) incurred more than 45 days before the date of the reply referred to in paragraph III.B.1.b, then such fee, expense or charge shall be deemed waived and may not be collected from the borrower.

e. Servicer shall file and serve on the debtor, debtor's counsel, and the trustee a notice in a form consistent with the current draft of Official Form B10 (Supplement 1) (effective

December 2011) of any change in the payment amount, including any change that results from an interest rate or escrow account adjustment, no later than 21 days before a payment in the new amount is due. Servicer shall waive and not collect any late charge or other fees imposed solely as a result of the failure of the borrower timely to make a payment attributable to the failure of Servicer to give such notice timely.

IV. LOSS MITIGATION.

These requirements are intended to apply to both government-sponsored and proprietary loss mitigation programs and shall apply to subservicers performing loss mitigation services on Servicer's behalf.

A. Loss Mitigation Requirements.

1. Servicer shall be required to notify potentially eligible borrowers of currently available loss mitigation options prior to foreclosure referral. Upon the timely receipt of a complete loan modification application, Servicer shall evaluate borrowers for all available loan modification options for which they are eligible prior to referring a borrower to foreclosure and shall facilitate the submission and review of loss mitigation applications. The foregoing notwithstanding, Servicer shall have no obligation to solicit borrowers who are in bankruptcy.

2. Servicer shall offer and facilitate loan modifications for borrowers rather than initiate foreclosure when such loan modifications for which they are eligible are net present value (NPV) positive and meet other investor, guarantor, insurer and program requirements.

3. Servicer shall allow borrowers enrolled in a trial period plan under prior HAMP guidelines (where borrowers were not pre-qualified) and who made all required trial period payments, but were later denied a permanent modification, the opportunity to reapply for a HAMP or proprietary loan modification using current financial information.

4. Servicer shall promptly send a final modification agreement to borrowers who have enrolled in a trial period plan under current HAMP guidelines (or fully underwritten proprietary modification programs with a trial payment period) and who have made the required number of timely trial period payments, where the modification is underwritten prior to the trial period and has received any necessary investor, guarantor or insurer approvals. The borrower shall then be converted by Servicer to a permanent modification upon execution of the final modification documents,

consistent with applicable program guidelines, absent evidence of fraud.

B. Dual Track Restricted.

1. If a borrower has not already been referred to foreclosure, Servicer shall not refer an eligible borrower's account to foreclosure while the borrower's complete application for any loan modification program is pending if Servicer received (a) a complete loan modification application no later than day 120 of delinquency, or (b) a substantially complete loan modification application (missing only any required documentation of hardship) no later than day 120 of delinquency and Servicer receives any required hardship documentation no later than day 130 of delinquency. Servicer shall not make a referral to foreclosure of an eligible borrower who so provided an application until:

   a. Servicer determines (after the automatic review in paragraph IV.G.1) that the borrower is not eligible for a loan modification, or

   b. If borrower does not accept an offered foreclosure prevention alternative within 14 days of the evaluation notice, the earlier of (i) such 14 days, and (ii) borrower's decline of the foreclosure prevention offer.

2. If borrower accepts the loan modification resulting from Servicer's evaluation of the complete loan modification application referred to in paragraph IV.B.1 (verbally, in writing (including e-mail responses) or by submitting the first trial modification payment) within 14 days of Servicer's offer of a loan modification, then the Servicer shall delay referral to foreclosure until (a) if the Servicer fails timely to receive the first trial period payment, the last day for timely receiving the first trial period payment, and (b) if the Servicer timely receives the first trial period payment, after the borrower breaches the trial plan.

3. If the loan modification requested by a borrower as described in paragraph IV.B.1 is denied, except when otherwise required by federal or state law or investor directives, if borrower is entitled to an appeal under paragraph IV.G.3, Servicer will not proceed to a foreclosure sale until the later of (if applicable):

   a. expiration of the 30-day appeal period; and

   b. if the borrower appeals the denial, until the later of (if applicable) (i) if Servicer denies borrower's appeal, 15 days after the letter denying the appeal, (ii) if the Servicer sends borrower a letter granting his or her appeal and offering a loan modification, 14 days after the date of such offer, (iii)

if the borrower timely accepts the loan modification offer (verbally, in writing (including e-mail responses), or by making the first trial period payment), after the Servicer fails timely to receive the first trial period payment, and (iv) if the Servicer timely receives the first trial period payment, after the borrower breaches the trial plan.

4. If, after an eligible borrower has been referred to foreclosure, the Servicer receives a complete application from the borrower within 30 days after the Post Referral to Foreclosure Solicitation Letter, then while such loan modification application is pending, Servicer shall not move for foreclosure judgment or order of sale (or, if a motion has already been filed, shall take reasonable steps to avoid a ruling on such motion), or seek a foreclosure sale. If Servicer offers the borrower a loan modification, Servicer shall not move for judgment or order of sale, (or, if a motion has already been filed, shall take reasonable steps to avoid a ruling on such motion), or seek a foreclosure sale until the earlier of (a) 14 days after the date of the related offer of a loan modification, and (b) the date the borrower declines the loan modification offer. If the borrower accepts the loan modification offer (verbally, in writing (including e-mail responses) or by submitting the first trial modification payment) within 14 days after the date of the related offer of loan modification, Servicer shall continue this delay until the later of (if applicable) (A) the failure by the Servicer timely to receive the first trial period payment, and (B) if the Servicer timely receives the first trial period payment, after the borrower breaches the trial plan.

5. If the loan modification requested by a borrower described in paragraph IV.B.4 is denied, then, except when otherwise required by federal or state law or investor directives, if borrower is entitled to an appeal under paragraph IV.G.3, Servicer will not proceed to a foreclosure sale until the later of (if applicable):

   a. expiration of the 30-day appeal period; and

   b. if the borrower appeals the denial, until the later of (if applicable) (i) if Servicer denies borrower's appeal, 15 days after the letter denying the appeal, (ii) if the Servicer sends borrower a letter granting his or her appeal and offering a loan modification, 14 days after the date of such offer, (iii) if the borrower timely accepts the loan modification offer (verbally, in writing (including e-mail responses), or by making the first trial period payment), after the failure of the Servicer timely to receive the first trial period payment, and (iv) if the Servicer timely receives the first trial period

payment, after the borrower breaches the trial plan.

6. If, after an eligible borrower has been referred to foreclosure, Servicer receives a complete loan modification application more than 30 days after the Post Referral to Foreclosure Solicitation Letter, but more than 37 days before a foreclosure sale is scheduled, then while such loan modification application is pending, Servicer shall not proceed with the foreclosure sale. If Servicer offers a loan modification, then Servicer shall delay the foreclosure sale until the earlier of (i) 14 days after the date of the related offer of loan modification, and (ii) the date the borrower declines the loan modification offer. If the borrower accepts the loan modification offer (verbally, in writing (including e-mail responses) or by submitting the first trial modification payment) within 14 days, Servicer shall delay the foreclosure sale until the later of (if applicable) (A) the failure by the Servicer timely to receive the first trial period payment, and (B) if the Servicer timely receives the first trial period payment, after the borrower breaches the trial plan.

7. If the loan modification requested by a borrower described in paragraph IV.B.6 is denied and it is reasonable to believe that more than 90 days remains until a scheduled foreclosure date or the first date on which a sale could reasonably be expected to be scheduled and occur, then, except when otherwise required by federal or state law or investor directives, if borrower is entitled to an appeal under paragraph IV.G.3.a, Servicer will not proceed to a foreclosure sale until the later of (if applicable):

   a. expiration of the 30-day appeal period; and

   b. if the borrower appeals the denial, until the later of (if applicable) (i) if Servicer denies borrower's appeal, 15 days after the letter denying the appeal, (ii) if the Servicer sends borrower a letter granting his or her appeal and offering a loan modification, 14 days after the date of such offer, (iii) if the borrower timely accepts the loan modification offer (verbally, in writing (including e-mail responses), or by making the first trial period payment), after the Servicer fails timely to receive the first trial period payment, and (iv) if the Servicer timely receives the first trial period payment, after the borrower breaches the trial plan.

8. If, after an eligible borrower has been referred to foreclosure, Servicer receives a complete loan modification application more than 30 days after the Post Referral to Foreclosure Solicitation Letter, but within 37 to 15 days before a foreclosure sale is scheduled, then Servicer shall conduct an expedited review of the

borrower and, if the borrower is extended a loan modification offer, Servicer shall postpone any foreclosure sale until the earlier of (a) 14 days after the date of the related evaluation notice, and (b) the date the borrower declines the loan modification offer. If the borrower timely accepts the loan modification offer (either in writing or by submitting the first trial modification payment), Servicer shall delay the foreclosure sale until the later of (if applicable) (A) the failure by the Servicer timely to receive the first trial period payment, and (B) if the Servicer timely receives the first trial period payment, after the borrower breaches the trial plan.

9. If, after an eligible borrower has been referred to foreclosure, the Servicer receives a complete loan modification application more than 30 days after the Post Referral to Foreclosure Solicitation Letter and less than 15 days before a scheduled foreclosure sale, Servicer must notify the borrower before the foreclosure sale date as to Servicer's determination (if its review was completed) or inability to complete its review of the loan modification application. If Servicer makes a loan modification offer to the borrower, then Servicer shall postpone any sale until the earlier of (a) 14 days after the date of the related evaluation notice, and (b) the date the borrower declines the loan modification offer. If the borrower timely accepts a loan modification offer (either in writing or by submitting the first trial modification payment), Servicer shall delay the foreclosure sale until the later of (if applicable) (A) the failure by the Servicer timely to receive the first trial period payment, and (B) if the Servicer timely receives the first trial period payment, after the borrower breaches the trial plan.

10. For purposes of this section IV.B, Servicer shall not be responsible for failing to obtain a delay in a ruling on a judgment or failing to delay a foreclosure sale if Servicer made a request for such delay, pursuant to any state or local law, court rule or customary practice, and such request was not approved.

11. Servicer shall not move to judgment or order of sale or proceed with a foreclosure sale under any of the following circumstances:

    a. The borrower is in compliance with the terms of a trial loan modification, forbearance, or repayment plan; or

    b. A short sale or deed-in-lieu of foreclosure has been approved by all parties (including, for example, first lien investor, junior lien holder and mortgage insurer, as applicable), and proof of funds or financing has been provided to Servicer.

12. If a foreclosure or trustee's sale is continued (rather than cancelled) to provide time to evaluate loss mitigation options, Servicer shall promptly notify borrower in writing of the new date of sale (without delaying any related foreclosure sale).

13. As indicated in paragraph I.A.18, Servicer shall send a statement to the borrower outlining loss mitigation efforts undertaken with respect to the borrower prior to foreclosure referral. If no loss mitigation efforts were offered or undertaken, Servicer shall state whether it contacted or attempted to contact the borrower and, if applicable, why the borrower was ineligible for a loan modification or other loss mitigation options.

14. Servicer shall ensure timely and accurate communication of or access to relevant loss mitigation status and changes in status to its foreclosure attorneys, bankruptcy attorneys and foreclosure trustees and, where applicable, to court-mandated mediators.

C. Single Point of Contact.

1. Servicer shall establish an easily accessible and reliable single point of contact ("SPOC") for each potentially-eligible first lien mortgage borrower so that the borrower has access to an employee of Servicer to obtain information throughout the loss mitigation, loan modification and foreclosure processes.

2. Servicer shall initially identify the SPOC to the borrower promptly after a potentially-eligible borrower requests loss mitigation assistance. Servicer shall provide one or more direct means of communication with the SPOC on loss mitigation-related correspondence with the borrower. Servicer shall promptly provide updated contact information to the borrower if the designated SPOC is reassigned, no longer employed by Servicer, or otherwise not able to act as the primary point of contact.

   a. Servicer shall ensure that debtors in bankruptcy are assigned to a SPOC specially trained in bankruptcy issues.

3. The SPOC shall have primary responsibility for:

   a. Communicating the options available to the borrower, the actions the borrower must take to be considered for these options and the status of Servicer's evaluation of the borrower for these options;

   b. Coordinating receipt of all documents associated with loan modification or loss mitigation activities;

   c. Being knowledgeable about the borrower's situation and current status in the delinquency/imminent default resolution process; and

d. Ensuring that a borrower who is not eligible for MHA programs is considered for proprietary or other investor loss mitigation options.

4. The SPOC shall, at a minimum, provide the following services to borrowers:

a. Contact borrower and introduce himself/herself as the borrower's SPOC;

b. Explain programs for which the borrower is eligible;

c. Explain the requirements of the programs for which the borrower is eligible;

d. Explain program documentation requirements;

e. Provide basic information about the status of borrower's account, including pending loan modification applications, other loss mitigation alternatives, and foreclosure activity;

f. Notify borrower of missing documents and provide an address or electronic means for submission of documents by borrower in order to complete the loan modification application;

g. Communicate Servicer's decision regarding loan modification applications and other loss mitigation alternatives to borrower in writing;

h. Assist the borrower in pursuing alternative non-foreclosure options upon denial of a loan modification;

i. If a loan modification is approved, call borrower to explain the program;

j. Provide information regarding credit counseling where necessary;

k. Help to clear for borrower any internal processing requirements; and

l. Have access to individuals with the ability to stop foreclosure proceedings when necessary to comply with the MHA Program or this Agreement.

5. The SPOC shall remain assigned to borrower's account and available to borrower until such time as Servicer determines in good faith that all loss mitigation options have been exhausted, borrower's account becomes current or, in the case of a borrower in bankruptcy, the borrower has exhausted all loss mitigation options for which the borrower is potentially eligible and has applied.

6. Servicer shall ensure that a SPOC can refer and transfer a borrower to an appropriate supervisor upon request of the borrower.

7. Servicer shall ensure that relevant records relating to borrower's account are promptly available to the borrower's SPOC, so that the SPOC can timely, adequately and accurately inform the borrower of the current status of loss mitigation, loan modification, and foreclosure activities.

8. Servicer shall designate one or more management level employees to be the primary contact for the Attorneys General, state financial regulators, the Executive Office of U.S. Trustee, each regional office of the U.S. Trustee, and federal regulators for communication regarding complaints and inquiries from individual borrowers who are in default and/or have applied for loan modifications. Servicer shall provide a written acknowledgment to all such inquiries within 10 business days. Servicer shall provide a substantive written response to all such inquiries within 30 days. Servicer shall provide relevant loan information to borrower and to Attorneys General, state financial regulators, federal regulators, the Executive Office of the U.S. Trustee, and each U.S. Trustee upon written request and if properly authorized. A written complaint filed by a borrower and forwarded by a state attorney general or financial regulatory agency to Servicer shall be deemed to have proper authorization.

9. Servicer shall establish and make available to Chapter 13 trustees a toll-free number staffed by persons trained in bankruptcy to respond to inquiries from Chapter 13 trustees.

D. Loss Mitigation Communications with Borrowers.

1. Servicer shall commence outreach efforts to communicate loss mitigation options for first lien mortgage loans to all potentially eligible delinquent borrowers (other than those in bankruptcy) beginning on timelines that are in accordance with HAMP borrower solicitation guidelines set forth in the MHA Handbook version 3.2, Chapter II, Section 2.2, regardless of whether the borrower is eligible for a HAMP modification. Servicer shall provide borrowers with notices that include contact information for national or state foreclosure assistance hotlines and state housing counseling resources, as appropriate. The use by Servicer of nothing more than prerecorded automatic messages in loss mitigation communications with borrowers shall not be sufficient in those instances in which it fails to result in contact between the borrower and one of Servicer's loss mitigation specialists. Servicer shall conduct affirmative outreach efforts to inform delinquent second lien borrowers (other than those in bankruptcy)

about the availability of payment reduction options. The foregoing notwithstanding, Servicer shall have no obligation to solicit borrowers who are in bankruptcy.

2. Servicer shall disclose and provide accurate information to borrowers relating to the qualification process and eligibility factors for loss mitigation programs.

3. Servicer shall communicate, at the written request of the borrower, with the borrower's authorized representatives, including housing counselors. Servicer shall communicate with representatives from state attorneys general and financial regulatory agencies acting upon a written complaint filed by the borrower and forwarded by the state attorney general or financial regulatory agency to Servicer. When responding to the borrower regarding such complaint, Servicer shall include the applicable state attorney general on all correspondence with the borrower regarding such complaint.

4. Servicer shall cease all collection efforts while the borrower (i) is making timely payments under a trial loan modification or (ii) has submitted a complete loan modification application, and a modification decision is pending. Notwithstanding the above, Servicer reserves the right to contact a borrower to gather required loss mitigation documentation or to assist a borrower with performance under a trial loan modification plan.

5. Servicer shall consider partnering with third parties, including national chain retailers, and shall consider the use of select bank branches affiliated with Servicer, to set up programs to allow borrowers to copy, fax, scan, transmit by overnight delivery, or mail or email documents to Servicer free of charge.

6. Within five business days after referral to foreclosure, the Servicer (including any attorney (or trustee) conducting foreclosure proceedings at the direction of the Servicer) shall send a written communication ("Post Referral to Foreclosure Solicitation Letter") to the borrower that includes clear language that:

    a. The Servicer may have sent to the borrower one or more borrower solicitation communications;

    b. The borrower can still be evaluated for alternatives to foreclosure even if he or she had previously shown no interest;

    c. The borrower should contact the Servicer to obtain a loss mitigation application package;

    d. The borrower must submit a loan modification application

to the Servicer to request consideration for available foreclosure prevention alternatives;

e. Provides the Servicer's contact information for submitting a complete loan modification application, including the Servicer's toll-free number; and

f. Unless the form of letter is otherwise specified by investor directive or state law or the borrower is not eligible for an appeal under paragraph IV.G.3.a, states that if the borrower is contemplating or has pending an appeal of an earlier denial of a loan modification application, that he or she may submit a loan modification application in lieu of his or her appeal within 30 days after the Post Referral to Foreclosure Solicitation Letter.

E. Development of Loan Portals.

1. Servicer shall develop or contract with a third-party vendor to develop an online portal linked to Servicer's primary servicing system where borrowers can check, at no cost, the status of their first lien loan modifications.

2. Servicer shall design portals that may, among other things:

a. Enable borrowers to submit documents electronically;

b. Provide an electronic receipt for any documents submitted;

c. Provide information and eligibility factors for proprietary loan modification and other loss mitigation programs; and

d. Permit Servicer to communicate with borrowers to satisfy any written communications required to be provided by Servicer, if borrowers submit documents electronically.

3. Servicer shall participate in the development and implementation of a neutral, nationwide loan portal system linked to Servicer's primary servicing system, such as Hope LoanPort to enhance communications with housing counselors, including using the technology used for the Borrower Portal, and containing similar features to the Borrower Portal.

4. Servicer shall update the status of each pending loan modification on these portals at least every 10 business days and ensure that each portal is updated on such a schedule as to maintain consistency.

F. Loan Modification Timelines.

1. Servicer shall provide written acknowledgement of the receipt of documentation submitted by the borrower in connection with a first lien loan modification application within 3 business days. In

its initial acknowledgment, Servicer shall briefly describe the loan modification process and identify deadlines and expiration dates for submitted documents.

2. Servicer shall notify borrower of any known deficiency in borrower's initial submission of information, no later than 5 business days after receipt, including any missing information or documentation required for the loan modification to be considered complete.

3. Subject to section IV.B, Servicer shall afford borrower 30 days from the date of Servicer's notification of any missing information or documentation to supplement borrower's submission of information prior to making a determination on whether or not to grant an initial loan modification.

4. Servicer shall review the complete first lien loan modification application submitted by borrower and shall determine the disposition of borrower's trial or preliminary loan modification request no later than 30 days after receipt of the complete loan modification application, absent compelling circumstances beyond Servicer's control.

5. Servicer shall implement processes to ensure that second lien loan modification requests are evaluated on a timely basis. When a borrower qualifies for a second lien loan modification after a first lien loan modification in accordance with Section 2.c.i of the General Framework for Consumer Relief Provisions, the Servicer of the second lien loan shall (absent compelling circumstances beyond Servicer's control) send loan modification documents to borrower no later than 45 days after the Servicer receives official notification of the successful completion of the related first lien loan modification and the essential terms.

6. For all proprietary first lien loan modification programs, Servicer shall allow properly submitted borrower financials to be used for 90 days from the date the documents are received, unless Servicer learns that there has been a material change in circumstances or unless investor requirements mandate a shorter time frame.

7. Servicer shall notify borrowers of the final denial of any first lien loan modification request within 10 business days of the denial decision. The notification shall be in the form of the non-approval notice required in paragraph IV.G.1 below.

G. Independent Evaluation of First Lien Loan Modification Denials.

1. Except when evaluated as provided in paragraphs IV.B.8 or IV.B.9, Servicer's initial denial of an eligible borrower's request for first lien loan modification following the submission of a

complete loan modification application shall be subject to an independent evaluation. Such evaluation shall be performed by an independent entity or a different employee who has not been involved with the particular loan modification.

2. Denial Notice.

   a. When a first lien loan modification is denied after independent review, Servicer shall send a written non-approval notice to the borrower identifying the reasons for denial and the factual information considered. The notice shall inform the borrower that he or she has 30 days from the date of the denial letter declination to provide evidence that the eligibility determination was in error.

   b. If the first lien modification is denied because disallowed by investor, Servicer shall disclose in the written non-approval notice the name of the investor and summarize the reasons for investor denial.

   c. For those cases where a first lien loan modification denial is the result of an NPV calculation, Servicer shall provide in the written non-approval notice the monthly gross income and property value used in the calculation.

3. Appeal Process.

   a. After the automatic review in paragraph IV.G.1 has been completed and Servicer has issued the written non-approval notice, in the circumstances described in the first sentences of paragraphs IV.B.3, IV.B.5 or IV.B.7,except when otherwise required by federal or state law or investor directives, borrowers shall have 30 days to request an appeal and obtain an independent review of the first lien loan modification denial in accordance with the terms of this Agreement. Servicer shall ensure that the borrower has 30 days from the date of the written non-approval notice to provide information as to why Servicer's determination of eligibility for a loan modification was in error, unless the reason for non-approval is (1) ineligible mortgage, (2) ineligible property, (3) offer not accepted by borrower or request withdrawn, or (4) the loan was previously modified.

   b. For those cases in which the first lien loan modification denial is the result of an NPV calculation, if a borrower disagrees with the property value used by Servicer in the NPV test, the borrower can request that a full appraisal be conducted of the property by an independent licensed appraiser (at borrower expense) consistent with HAMP

directive 10-15. Servicer shall comply with the process set forth in HAMP directive 10-15, including using such value in the NPV calculation.

c. Servicer shall review the information submitted by borrower and use its best efforts to communicate the disposition of borrower's appeal to borrower no later than 30 days after receipt of the information.

d. If Servicer denies borrower's appeal, Servicer's appeal denial letter shall include a description of other available loss mitigation, including short sales and deeds in lieu of foreclosure.

H. General Loss Mitigation Requirements.

1. Servicer shall maintain adequate staffing and systems for tracking borrower documents and information that are relevant to foreclosure, loss mitigation, and other Servicer operations. Servicer shall make periodic assessments to ensure that its staffing and systems are adequate.

2. Servicer shall maintain adequate staffing and caseload limits for SPOCs and employees responsible for handling foreclosure, loss mitigation and related communications with borrowers and housing counselors. Servicer shall make periodic assessments to ensure that its staffing and systems are adequate.

3. Servicer shall establish reasonable minimum experience, educational and training requirements for loss mitigation staff.

4. Servicer shall document electronically key actions taken on a foreclosure, loan modification, bankruptcy, or other servicing file, including communications with the borrower.

5. Servicer shall not adopt compensation arrangements for its employees that encourage foreclosure over loss mitigation alternatives.

6. Servicer shall not make inaccurate payment delinquency reports to credit reporting agencies when the borrower is making timely reduced payments pursuant to a trial or other loan modification agreement. Servicer shall provide the borrower, prior to entering into a trial loan modification, with clear and conspicuous written information that adverse credit reporting consequences may result from the borrower making reduced payments during the trial period.

7. Where Servicer grants a loan modification, Servicer shall provide borrower with a copy of the fully executed loan modification agreement within 45 days of receipt of the executed copy from the

borrower. If the modification is not in writing, Servicer shall provide the borrower with a written summary of its terms, as promptly as possible, within 45 days of the approval of the modification.

8. Servicer shall not instruct, advise or recommend that borrowers go into default in order to qualify for loss mitigation relief.

9. Servicer shall not discourage borrowers from working or communicating with legitimate non-profit housing counseling services.

10. Servicer shall not, in the ordinary course, require a borrower to waive or release claims and defenses as a condition of approval for a loan modification program or other loss mitigation relief. However, nothing herein shall preclude Servicer from requiring a waiver or release of claims and defenses with respect to a loan modification offered in connection with the resolution of a contested claim, when the borrower would not otherwise be qualified for the loan modification under existing Servicer programs.

11. Servicer shall not charge borrower an application fee in connection with a request for a loan modification. Servicer shall provide borrower with a pre-paid overnight envelope or pre-paid address label for return of a loan modification application.

12. Notwithstanding any other provision of this Agreement, and to minimize the risk of borrowers submitting multiple loss mitigation requests for the purpose of delay, Servicer shall not be obligated to evaluate requests for loss mitigation options from (a) borrowers who have already been evaluated or afforded a fair opportunity to be evaluated consistent with the requirements of HAMP or proprietary modification programs, or (b) borrowers who were evaluated after the date of implementation of this Agreement, consistent with this Agreement, unless there has been a material change in the borrower's financial circumstances that is documented by borrower and submitted to Servicer.

I. Proprietary First Lien Loan Modifications.

1. Servicer shall make publicly available information on its qualification processes, all required documentation and information necessary for a complete first lien loan modification application, and key eligibility factors for all proprietary loan modifications.

2. Servicer shall design proprietary first lien loan modification programs that are intended to produce sustainable modifications according to investor guidelines and previous results. Servicer

shall design these programs with the intent of providing affordable payments for borrowers needing longer term or permanent assistance.

3. Servicer shall track outcomes and maintain records regarding characteristics and performance of proprietary first lien loan modifications. Servicer shall provide a description of modification waterfalls, eligibility criteria, and modification terms, on a publicly-available website.

4. Servicer shall not charge any application or processing fees for proprietary first lien loan modifications.

J. Proprietary Second Lien Loan Modifications.

1. Servicer shall make publicly available information on its qualification processes, all required documentation and information necessary for a complete second lien modification application.

2. Servicer shall design second lien modification programs with the intent of providing affordable payments for borrowers needing longer term or permanent assistance.

3. Servicer shall not charge any application or processing fees for second lien modifications.

4. When an eligible borrower with a second lien submits all required information for a second lien loan modification and the modification request is denied, Servicer shall promptly send a written non-approval notice to the borrower.

K. Short Sales.

1. Servicer shall make publicly available information on general requirements for the short sale process.

2. Servicer shall consider appropriate monetary incentives to underwater borrowers to facilitate short sale options.

3. Servicer shall develop a cooperative short sale process which allows the borrower the opportunity to engage with Servicer to pursue a short sale evaluation prior to putting home on the market.

4. Servicer shall send written confirmation of the borrower's first request for a short sale to the borrower or his or her agent within 10 business days of receipt of the request and proper written authorization from the borrower allowing Servicer to communicate with the borrower's agent. The confirmation shall include basic information about the short sale process and Servicer's requirements, and will state clearly and conspicuously that the

Servicer may demand a deficiency payment if such deficiency claim is permitted by applicable law.

5. Servicer shall send borrower at borrower's address of record or to borrower's agent timely written notice of any missing required documents for consideration of short sale within 30 days of receiving borrower's request for a short sale.

6. Servicer shall review the short sale request submitted by borrower and communicate the disposition of borrower's request no later than 30 days after receipt of all required information and third-party consents.

7. If the short sale request is accepted, Servicer shall contemporaneously notify the borrower whether Servicer or investor will demand a deficiency payment or related cash contribution and the approximate amount of that deficiency, if such deficiency obligation is permitted by applicable law. If the short sale request is denied, Servicer shall provide reasons for the denial in the written notice. If Servicer waives a deficiency claim, it shall not sell or transfer such claim to a third-party debt collector or debt buyer for collection.

L. Loss Mitigation During Bankruptcy.

1. Servicer may not deny any loss mitigation option to eligible borrowers on the basis that the borrower is a debtor in bankruptcy so long as borrower and any trustee cooperates in obtaining any appropriate approvals or consents.

2. Servicer shall, to the extent reasonable, extend trial period loan modification plans as necessary to accommodate delays in obtaining bankruptcy court approvals or receiving full remittance of debtor's trial period payments that have been made to a chapter 13 trustee. In the event of a trial period extension, the debtor must make a trial period payment for each month of the trial period, including any extension month.

3. When the debtor is in compliance with a trial period or permanent loan modification plan, Servicer will not object to confirmation of the debtor's chapter 13 plan, move to dismiss the pending bankruptcy case, or file a MRS solely on the basis that the debtor paid only the amounts due under the trial period or permanent loan modification plan, as opposed to the non-modified mortgage payments.

M. Transfer of Servicing of Loans Pending for Permanent Loan Modification.

1. Ordinary Transfer of Servicing from Servicer to Successor Servicer or Subservicer.

a. At time of transfer or sale, Servicer shall inform successor servicer (including a subservicer) whether a loan modification is pending.

b. Any contract for the transfer or sale of servicing rights shall obligate the successor servicer to accept and continue processing pending loan modification requests.

c. Any contract for the transfer or sale of servicing rights shall obligate the successor servicer to honor trial and permanent loan modification agreements entered into by prior servicer.

d. Any contract for transfer or sale of servicing rights shall designate that borrowers are third party beneficiaries under paragraphs IV.M.1.b and IV.M.1.c, above.

2. Transfer of Servicing to Servicer. When Servicer acquires servicing rights from another servicer, Servicer shall ensure that it will accept and continue to process pending loan modification requests from the prior servicer, and that it will honor trial and permanent loan modification agreements entered into by the prior servicer.

V. PROTECTIONS FOR MILITARY PERSONNEL.

A. Servicer shall comply with all applicable provisions of the Servicemembers Civil Relief Act (SCRA), 50 U.S.C. Appx. § 501 *et seq*., and any applicable state law offering protections to servicemembers, and shall engage an independent consultant whose duties shall include a review of (a) all foreclosures in which an SCRA-eligible servicemember is known to have been an obligor or mortgagor, and (b) a sample of foreclosure actions (which sample will be appropriately enlarged to the extent Servicer identifies material exceptions), from January 1, 2009 to December 31, 2010 to determine whether the foreclosures were in compliance with the SCRA. Servicer shall remediate all monetary damages in compliance with the banking regulator Consent Orders.

B. When a borrower states that he or she is or was within the preceding 9 months (or the then applicable statutory period under the SCRA) in active military service or has received and is subject to military orders requiring him or her to commence active military service, Lender shall determine whether the borrower may be eligible for the protections of the SCRA or for the protections of the provisions of paragraph V.F. If Servicer determines the borrower is so eligible, Servicer shall, until Servicer determines that such customer is no longer protected by the SCRA,

1. if such borrower is not entitled to a SPOC, route such customers to employees who have been specially trained about the protections of the SCRA to respond to such borrower's questions, or

2. if such borrower is entitled to a SPOC, designate as a SPOC for such borrower a person who has been specially trained about the protections of the SCRA (Servicemember SPOC).

C. Servicer shall, in addition to any other reviews it may perform to assess eligibility under the SCRA, (i) before referring a loan for foreclosure, (ii) within seven days before a foreclosure sale, and (iii) the later of (A) promptly after a foreclosure sale and (B) within three days before the regularly scheduled end of any redemption period, determine whether the secured property is owned by a servicemember covered under SCRA by searching the Defense Manpower Data Center (DMDC) for evidence of SCRA eligibility by either (a) last name and social security number, or (b) last name and date of birth.

D. When a servicemember provides written notice requesting protection under the SCRA relating to interest rate relief, but does not provide the documentation required by Section 207(b)(1) of the SCRA (50 USC Appx. § 527(b)(1)), Servicer shall accept, in lieu of the documentation required by Section 207(b)(1) of the SCRA, a letter on official letterhead from the servicemember's commanding officer including a contact telephone number for confirmation:

1. Addressed in such a way as to signify that the commanding officer recognizes that the letter will be relied on by creditors of the servicemember (a statement that the letter is intended to be relied upon by the Servicemember's creditors would satisfy this requirement);

2. Setting forth the full name (including middle initial, if any), Social Security number and date of birth of the servicemember;

3. Setting forth the home address of the servicemember; and

4. Setting forth the date of the military orders marking the beginning of the period of military service of the servicemember and, as may be applicable, that the military service of the servicemember is continuing or the date on which the military service of the servicemember ended.

E. Servicer shall notify customers who are 45 days delinquent that, if they are a servicemember, (a) they may be entitled to certain protections under the SCRA regarding the servicemember's interest rate and the risk of foreclosure, and (b) counseling for covered servicemembers is available at agencies such as Military OneSource, Armed Forces Legal Assistance, and a HUD-certified housing counselor. Such notice shall include a toll-free number that servicemembers may call to be connected to a person who has been specially trained about the protections of the SCRA to respond to such borrower's questions. Such telephone number shall either connect directly to such a person or afford a caller the ability to identify

him- or herself as an eligible servicemember and be routed to such persons. Servicers hereby confirm that they intend to take reasonable steps to ensure the dissemination of such toll-free number to customers who may be eligible servicemembers.

F. Irrespective of whether a mortgage obligation was originated before or during the period of a servicemember's military service, if, based on the determination described in the last sentence and subject to Applicable Requirements, a servicemember's military orders (or any letter complying with paragraph V.D), together with any other documentation satisfactory to the Servicer, reflects that the servicemember is (a) eligible for Hostile Fire/Imminent Danger Pay and (b) serving at a location (i) more than 750 miles from the location of the secured property or (ii) outside of the United States, then to the extent consistent with Applicable Requirements, the Servicer shall not sell, foreclose, or seize a property for a breach of an obligation on real property owned by a servicemember that is secured by mortgage, deed of trust, or other security in the nature of a mortgage, during, or within 9 months after, the period in which the servicemember is eligible for Hostile Fire/Imminent Danger Pay, unless either (i) Servicer has obtained a court order granted before such sale, foreclosure, or seizure with a return made and approved by the court, or (ii) if made pursuant to an agreement as provided in section 107 of the SCRA (50 U.S.C. Appx. § 517). Unless a servicemember's eligibility for the protection under this paragraph can be fully determined by a proper search of the DMDC website, Servicer shall only be obligated under this provision if it is able to determine, based on a servicemember's military orders (or any letter complying with paragraph V.D), together with any other documentation provided by or on behalf of the servicemember that is satisfactory to the Servicer, that the servicemember is (a) eligible for Hostile Fire/Imminent Danger Pay and (b) serving at a location (i) more than 750 miles from the location of the secured property or (ii) outside of the United States.

G. Servicer shall not require a servicemember to be delinquent to qualify for a short sale, loan modification, or other loss mitigation relief if the servicemember is suffering financial hardship and is otherwise eligible for such loss mitigation. Subject to Applicable Requirements, for purposes of assessing financial hardship in relation to (i) a short sale or deed in lieu transaction, Servicer will take into account whether the servicemember is, as a result of a permanent change of station order, required to relocate even if such servicemember's income has not been decreased, so long as the servicemember does not have sufficient liquid assets to make his or her monthly mortgage payments, or (ii) a loan modification, Servicer will take into account whether the servicemember is, as a result of his or her under military orders required to relocate to a new duty station at least seventy five mile from his or her residence/secured property or to reside at a location other than the residence/secured property, and accordingly is

unable personally to occupy the residence and (a) the residence will continue to be occupied by his or her dependents, or (b) the residence is the only residential property owned by the servicemember.

H. Servicer shall not make inaccurate reports to credit reporting agencies when a servicemember, who has not defaulted before relocating under military orders to a new duty station, obtains a short sale, loan modification, or other loss mitigation relief.

VI. RESTRICTIONS ON SERVICING FEES.

A. General Requirements.

1. All default, foreclosure and bankruptcy-related service fees, including third-party fees, collected from the borrower by Servicer shall be bona fide, reasonable in amount, and disclosed in detail to the borrower as provided in paragraphs I.B.10 and VI.B.1.

B. Specific Fee Provisions.

1. Schedule of Fees. Servicer shall maintain and keep current a schedule of common non-state specific fees or ranges of fees that may be charged to borrowers by or on behalf of Servicer. Servicer shall make this schedule available on its website and to the borrower or borrower's authorized representative upon request. The schedule shall identify each fee, provide a plain language explanation of the fee, and state the maximum amount of the fee or how the fee is calculated or determined.

2. Servicer may collect a default-related fee only if the fee is for reasonable and appropriate services actually rendered and one of the following conditions is met:

a. the fee is expressly or generally authorized by the loan instruments and not prohibited by law or this Agreement;

b. the fee is permitted by law and not prohibited by the loan instruments or this Agreement; or

c. the fee is not prohibited by law, this Agreement or the loan instruments and is a reasonable fee for a specific service requested by the borrower that is collected only after clear and conspicuous disclosure of the fee is made available to the borrower.

3. Attorneys' Fees. In addition to the limitations in paragraph VI.B.2 above, attorneys' fees charged in connection with a foreclosure action or bankruptcy proceeding shall only be for work actually performed and shall not exceed reasonable and customary fees for such work. In the event a foreclosure action is terminated prior to the final judgment and/or sale for a loss mitigation option, a

reinstatement, or payment in full, the borrower shall be liable only for reasonable and customary fees for work actually performed.

4. Late Fees.

a. Servicer shall not collect any late fee or delinquency charge when the only delinquency is attributable to late fees or delinquency charges assessed on an earlier payment, and the payment is otherwise a full payment for the applicable period and is paid on or before its due date or within any applicable grace period.

b. Servicer shall not collect late fees (i) based on an amount greater than the past due amount; (ii) collected from the escrow account or from escrow surplus without the approval of the borrower; or (iii) deducted from any regular payment.

c. Servicer shall not collect any late fees for periods during which (i) a complete loan modification application is under consideration; (ii) the borrower is making timely trial modification payments; or (iii) a short sale offer is being evaluated by Servicer.

C. Third-Party Fees.

1. Servicer shall not impose unnecessary or duplicative property inspection, property preservation or valuation fees on the borrower, including, but not limited to, the following:

a. No property preservation fees shall be imposed on eligible borrowers who have a pending application with Servicer for loss mitigation relief or are performing under a loss mitigation program, unless Servicer has a reasonable basis to believe that property preservation is necessary for the maintenance of the property, such as when the property is vacant or listed on a violation notice from a local jurisdiction;

b. No property inspection fee shall be imposed on a borrower any more frequently than the timeframes allowed under GSE or HUD guidelines unless Servicer has identified specific circumstances supporting the need for further property inspections; and

c. Servicer shall be limited to imposing property valuation fees (*e.g.*, BPO) to once every 12 months, unless other valuations are requested by the borrower to facilitate a short sale or to support a loan modification as outlined in paragraph IV.G.3.a, or required as part of the default or

foreclosure valuation process.

2. Default, foreclosure and bankruptcy-related services performed by third parties shall be at reasonable market value.

3. Servicer shall not collect any fee for default, foreclosure or bankruptcy-related services by an affiliate unless the amount of the fee does not exceed the lesser of (a) any fee limitation or allowable amount for the service under applicable state law, and (b) the market rate for the service. To determine the market rate, Servicer shall obtain annual market reviews of its affiliates' pricing for such default and foreclosure-related services; such market reviews shall be performed by a qualified, objective, independent third-party professional using procedures and standards generally accepted in the industry to yield accurate and reliable results. The independent third-party professional shall determine in its market survey the price actually charged by third-party affiliates and by independent third party vendors.

4. Servicer shall be prohibited from collecting any unearned fee, or giving or accepting referral fees in relation to third-party default or foreclosure-related services.

5. Servicer shall not impose its own mark-ups on Servicer initiated third-party default or foreclosure-related services.

D. Certain Bankruptcy Related Fees.

1. Servicer must not collect any attorney's fees or other charges with respect to the preparation or submission of a POC or MRS document that is withdrawn or denied, or any amendment thereto that is required, as a result of a substantial misstatement by Servicer of the amount due.

2. Servicer shall not collect late fees due to delays in receiving full remittance of debtor's payments, including trial period or permanent modification payments as well as post-petition conduit payments in accordance with 11 U.S.C. § 1322(b)(5), that debtor has timely (as defined by the underlying Chapter 13 plan) made to a chapter 13 trustee.

VII. FORCE-PLACED INSURANCE.

A. General Requirements for Force-Placed Insurance.

1. Servicer shall not obtain force-placed insurance unless there is a reasonable basis to believe the borrower has failed to comply with the loan contract's requirements to maintain property insurance. For escrowed accounts, Servicer shall continue to advance payments for the homeowner's existing policy, unless the borrower or insurance company cancels the existing policy.

For purposes of this section VII, the term "force-placed insurance" means hazard insurance coverage obtained by Servicer when the borrower has failed to maintain or renew hazard or wind insurance on such property as required of the borrower under the terms of the mortgage.

2. Servicer shall not be construed as having a reasonable basis for obtaining force-placed insurance unless the requirements of this section VII have been met.

3. Servicer shall not impose any charge on any borrower for force-placed insurance with respect to any property securing a federally related mortgage unless:

   a. Servicer has sent, by first-class mail, a written notice to the borrower containing:

      i. A reminder of the borrower's obligation to maintain hazard insurance on the property securing the federally related mortgage;

      ii. A statement that Servicer does not have evidence of insurance coverage of such property;

      iii. A clear and conspicuous statement of the procedures by which the borrower may demonstrate that the borrower already has insurance coverage;

      iv. A statement that Servicer may obtain such coverage at the borrower's expense if the borrower does not provide such demonstration of the borrower's existing coverage in a timely manner;

      v. A statement that the cost of such coverage may be significantly higher than the cost of the homeowner's current coverage;

      vi. For first lien loans on Servicer's primary servicing system, a statement that, if the borrower desires to maintain his or her voluntary policy, Servicer will offer an escrow account and advance the premium due on the voluntary policy if the borrower: (a) accepts the offer of the escrow account; (b) provides a copy of the invoice from the voluntary carrier; (c) agrees in writing to reimburse the escrow advances through regular escrow payments; (d) agrees to escrow to both repay the advanced premium and to pay for the future premiums necessary to maintain any required insurance policy; and (e) agrees Servicer shall manage the escrow account in

accordance with the loan documents and with state and federal law; and

vii. A statement, in the case of single interest coverage, that the coverage may only protect the mortgage holder's interest and not the homeowner's interest.

b. Servicer has sent, by first-class mail, a second written notice, at least 30 days after the mailing of the notice under paragraph VII.A.3.a that contains all the information described in each clause of such paragraph.

c. Servicer has not received from the borrower written confirmation of hazard insurance coverage for the property securing the mortgage by the end of the 15-day period beginning on the date the notice under paragraph VII.A.3.b was sent by Servicer.

4. Servicer shall accept any reasonable form of written confirmation from a borrower or the borrower's insurance agent of existing insurance coverage, which shall include the existing insurance policy number along with the identity of, and contact information for, the insurance company or agent.

5. Servicer shall not place hazard or wind insurance on a mortgaged property, or require a borrower to obtain or maintain such insurance, in excess of the greater of replacement value, last-known amount of coverage or the outstanding loan balance, unless required by Applicable Requirements, or requested by borrower in writing.

6. Within 15 days of the receipt by Servicer of evidence of a borrower's existing insurance coverage, Servicer shall:

a. Terminate the force-placed insurance; and

b. Refund to the consumer all force-placed insurance premiums paid by the borrower during any period during which the borrower's insurance coverage and the force placed insurance coverage were each in effect, and any related fees charged to the consumer's account with respect to the force-placed insurance during such period.

7. Servicer shall make reasonable efforts to work with the borrower to continue or reestablish the existing homeowner's policy if there is a lapse in payment and the borrower's payments are escrowed.

8. Any force-placed insurance policy must be purchased for a commercially reasonable price.

9. No provision of this section VII shall be construed as prohibiting Servicer from providing simultaneous or concurrent notice of a lack of flood insurance pursuant to section 102(e) of the Flood Disaster Protection Act of 1973.

VIII. GENERAL SERVICER DUTIES AND PROHIBITIONS.

A. Measures to Deter Community Blight.

1. Servicer shall develop and implement policies and procedures to ensure that REO properties do not become blighted.

2. Servicer shall develop and implement policies and procedures to enhance participation and coordination with state and local land bank programs, neighborhood stabilization programs, nonprofit redevelopment programs, and other anti-blight programs, including those that facilitate discount sale or donation of low-value REO properties so that they can be demolished or salvaged for productive use.

3. As indicated in I.A.18, Servicer shall (a) inform borrower that if the borrower continues to occupy the property, he or she has responsibility to maintain the property, and an obligation to continue to pay taxes owed, until a sale or other title transfer action occurs; and (b) request that if the borrower wishes to abandon the property, he or she contact Servicer to discuss alternatives to foreclosure under which borrower can surrender the property to Servicer in exchange for compensation.

4. When the Servicer makes a determination not to pursue foreclosure action on a property with respect to a first lien mortgage loan, Servicer shall:

a. Notify the borrower of Servicer's decision to release the lien and not pursue foreclosure, and inform borrower about his or her right to occupy the property until a sale or other title transfer action occurs; and

b. Notify local authorities, such as tax authorities, courts, or code enforcement departments, when Servicer decides to release the lien and not pursue foreclosure.

B. Tenants' Rights.

1. Servicer shall comply with all applicable state and federal laws governing the rights of tenants living in foreclosed residential properties.

2. Servicer shall develop and implement written policies and procedures to ensure compliance with such laws.

IX. GENERAL PROVISIONS, DEFINITIONS, AND IMPLEMENTATION.

A. Applicable Requirements.

1. The servicing standards and any modifications or other actions taken in accordance with the servicing standards are expressly subject to, and shall be interpreted in accordance with, (a) applicable federal, state and local laws, rules and regulations, including, but not limited to, any requirements of the federal banking regulators, (b) the terms of the applicable mortgage loan documents, (c) Section 201 of the Helping Families Save Their Homes Act of 2009, and (d) the terms and provisions of the Servicer Participation Agreement with the 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 is 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 (collectively, the "Applicable Requirements").

2. In the event of a conflict between the requirements of the Agreement and the Applicable Requirements with respect to any provision of this Agreement such that the Servicer cannot comply without violating Applicable Requirements or being subject to adverse action, including fines and penalties, Servicer shall document such conflicts and notify the Monitor and the Monitoring Committee that it intends to comply with the Applicable Requirements to the extent necessary to eliminate the conflict. Any associated Metric provided for in the Enforcement Terms will be adjusted accordingly.

B. Definitions.

1. In each instance in this Agreement in which Servicer is required to ensure adherence to, or undertake to perform certain obligations, it is intended to mean that Servicer shall: (a) authorize and adopt such actions on behalf of Servicer as may be necessary for Servicer to perform such obligations and undertakings; (b) follow up on any material non-compliance with such actions in a timely and appropriate manner; and (c) require corrective action be taken in a timely manner of any material non-compliance with such obligations.

2. References to Servicer shall mean CitiMortgage, Inc. and shall include Servicer's successors and assignees in the event of a sale of all or substantially all of the assets of Servicer or of Servicer's

division(s) or major business unit(s) that are engaged as a primary business in customer-facing servicing of residential mortgages on owner-occupied properties. The provisions of this Agreement shall not apply to those divisions or major business units of Servicer that are not engaged as a primary business in customer-facing servicing of residential mortgages on owner-occupied one-to-four family properties on its own behalf or on behalf of investors.

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 E-1

Servicing Standards Quarterly Compliance Metrics

Executive Summary

Sampling: (a) A random selection of the greater of 100 loans and a statistically significant sample. (b) Sample will be selected from the population as defined in column E

Review and Reporting Period: Results will be reported Quarterly and 45 days after the end of the quarter.

Errors Definition: An error is a measurement in response to a test question related to the Servicing Standards that results in the failure of the specified outcome. Errors in response to multiple questions with respect to a single outcome would be treated as only a single error.

Metrics Tested

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
1. Outcome Creates Significant Negative Customer Impact						
A. Foreclosure sale in error	Customer is in default, legal standing to foreclose, and the loan is not subject to active trial, or BK.		n/a	1%	**Population Definition**: Foreclosure Sales that occurred in the review period. A. **Sample** :# of Foreclosure Sales in the review period that were tested. B. **Error Definition**: # of loans that went to foreclosure sale in error due to failure of any one of the test questions for this metric. Error Rate = B/A	1. Did the foreclosing party have legal standing to foreclose? 2. Was the borrower in an active trial period plan (unless the servicer took appropriate steps to postpone sale)? 3. Was the borrower offered a loan modification fewer than 14 days before the foreclosure sale date (unless the borrower declined the offer or the servicer took appropriate steps to postpone the sale)? 4. Was the borrower not in default (unless the default is cured to the satisfaction of the Servicer or investor within 10 days before the foreclosure sale date and the Servicer took appropriate steps to postpone sale)? 5. Was the borrower protected from foreclosure by Bankruptcy (unless Servicer had notice of such protection fewer than 10 days before the foreclosure sale date and Servicer took appropriate steps to postpone sale)?

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
B. Incorrect Mod denial	Program eligibility, all documentation received, DTI test, NPV test.		5% On income errors	5%	**Population Definition:** Modification Denied In the Review Period. **Error Definition:** # of loans that were denied a modification as a result of failure of anyone of the test questions for this metric.	1. Was the evaluation of eligibility Inaccurate (as per HAMP, Fannie, Freddie or proprietary modification criteria)? 2. Was the income calculation Inaccurate? 3. Were the inputs used in the decision tool (NPV and Waterfall test) entered in error or inconsistent with company policy? 4. Was the loan NPV positive? 5. Was there an inaccurate determination that the documents received were incomplete? 6. Was the trial inappropriately failed?
2. Integrity of Critical Sworn Documents						
A. Was AOI properly prepared	Based upon personal knowledge, properly notarized, amounts agree to system of record within tolerance if overstated.		Question 1, Y/N; Question 2, Amounts overstated (or, for question on Escrow Amounts, understated) by the greater of $99 or 1% of the Total Indebtedness Amount	5%	**Population Definition:** Affidavits of indebtedness filed in the review period. **Error Definition:** For question 1, yes; for question 2, the # of Loans where the sum of errors exceeds the allowable threshold.	1. Taken as a whole and accounting for contrary evidence provided by the Servicer, does the sample indicate systemic issues with either affiants lacking personal knowledge or improper notarization? 2. Verify all the amounts outlined below against the system of record a. Was the correct principal balance used Was the correct interest amount (and per diem) used? b. Was the escrow balance correct? c. Were correct other fees used? d. Was the correct corporate advance balance used? e. Was the correct late charge balance used? f. Was the suspense balance correct? g. Was the total indebtedness amount on the Affidavit correct?

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
B. POC	Accurate statement of pre-petition arrearage to system of record.		Amounts over stated by the greater of $50 or 3% of the correct Pre-Petition Arrearage	5%	**Population Definition:** POCs filed in the review period. **Error Definition:** # of Loans where sum of errors exceeds the allowable threshold.	1) Are the correct amounts set forth in the form, with respect to pre-petition missed payments, fees, expenses charges, and escrow shortages or deficiencies?
C. MRS Affidavits	Customer is in default and amount of arrearage is within tolerance.		Amounts overstated (or for escrows amounts, understated) by the greater of $50 or 3% of the correct Post Petition Total Balance	5%	**Population Definition:** Affidavits supporting MRS's filed in the review period **Error Definition:** # of Loans where the sum of errors exceeds the allowable threshold.	1. Verify against the system of record, within tolerance if overstated: a. the post-petition default amount; b. the amount of fees or charges applied to such pre-petition default amount or post-petition amount since the later of the date of the petition or the preceding statement; and c. escrow shortages or deficiencies.

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
3. Pre-foreclosure Initiation						
A. Pre Foreclosure Initiation	Accuracy of Account information.		Amounts over stated by the greater of $99 or 1% of the Total balance	5%	**Population Definition:** Loans with a Foreclosure referral date in the review period. **Error Definition:** # of Loans that were referred to foreclosure with an error in any one of the foreclosure initiation test questions.	** Verify all the amounts outlined below against the system of record. 1. Was the loan delinquent as of the date the first legal action was filed? 2. Was information contained in the Account Statement completed accurately? a) The total amount needed to reinstate or bring the account current, and the amount of the principal; b) The date through which the borrower's obligation is paid; c) The date of the last full payment; d) The current interest rate in effect for the loan; e) The date on which the interest rate may next reset or adjust; f) The amount of any prepayment fee to be charged, if any; g) A description of any late payment fees; and h) a telephone number or electronic mail address that may be used by the obligor to obtain information regarding the mortgage.

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
B. Pre Foreclosure Initiation Notifications	Notification sent to the customer supporting right to foreclose along with: Applicable information upon customers request, Account statement information, Ownership statement, and Loss Mitigation statement. Notifications required before 14 days prior to referral to foreclosure.		N/A	5%	**Population Definition:** Loans with a Foreclosure referral date in the review period. **Error Definition:** # of Loans that were referred to foreclosure with an error in any one of the foreclosure initiation test questions.	1. Were all the required notifications statements mailed no later than 14 days prior to first Legal Date (i) Account Statement; (ii) Ownership Statement; and (iii) Loss Mitigation Statement? 2. Did the Ownership Statement accurately reflect that the servicer or investor has the right to foreclose? 3. Was the Loss Mitigation Statement complete and did it accurately state that a) The borrower was ineligible (if applicable); or b) The borrower was solicited, was the subject of right party contact routines, and that any timely application submitted by the borrower was evaluated?

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
4. Accuracy and Timeliness of Payment Application and Appropriateness of Fees						
A. Fees adhere to guidance (Preservation fees, Valuation fees and Attorney's fees)	Services rendered, consistent with loan instrument, within applicable requirements.		Amounts over stated by the greater of $50 or 3% of the Total Default Related Fees Collected	5%	**Population Definition:** Defaulted loans (60 +) with borrower payable default related fees* collected. **Error Definition:** # of loans where the sum of default related fee errors exceeds the threshold. * Default related fees are defined as any fee collected for a default-related service after the agreement date.	For fees collected in the test period: 1. Was the frequency of the fees collected (in excess of what is consistent with state guidelines or fee provisions in servicing standards? 2. Was amount of the fee collected higher than the amount allowable under the Servicer's Fee schedule and for which there was not a valid exception?
B. Adherence to customer payment processing	Payments posted timely (within 2 business days of receipt) and accurately.		Amounts understated by the greater $50.00 or 3% of the scheduled payment	5%	**Population Definition:** All subject payments posted within review period. **Error Definition:** # of loans with an error in any one of the payment application test questions.	1. Were payments posted to the right account number? 2. Were payments posted in the right amount? 3. Were properly identified conforming payments posted within 2 business days of receipt and credited as of the date of receipt? 4. Did servicer accept payments within $50.00 of the scheduled payment, including principal and interest and where applicable taxes and insurance as required by the servicing standards? 5. Were partial payments credited to the borrower's account as of the date that the funds cover a full payment? 6. Were payments posted to principal interest and escrow before fees and expenses?

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
C. Reconciliation of certain waived fees. (I.b.11.C)	Appropriately updating the Servicer's systems of record in connection with the reconciliation of payments as of the date of dismissal of a debtor's Chapter 13 bankruptcy case, entry of an order granting Servicer relief from the stay under Chapter 13, or entry of an order granting the debtor a discharge under Chapter 13, to reflect the waiver of any fee, expense or charge pursuant to paragraphs III.B.1.c.i or III.B.1.d of the Servicing Standards **(within applicable tolerances)**.		Amounts over stated by the greater of $50 or 3 % of the correct reconciliation amount	5%	**Population Definition:** All accounts where in-line reconciliation routine is completed within review period. **Error Definition:** # of loans with an error in the reconciliation routine resulting in overstated amounts remaining on the borrower account.	1. Were all required waivers of Fees, expense or charges applied and/or corrected accurately as part of the reconciliation?
D. Late fees adhere to guidance	Late fees are collected only as permitted under the Servicing Standards (**within applicable tolerances**).		Y/N	5%	**Population Definition:** All late fees collected within the review period. **Error Definition:** # of loans with an error on any one of the test questions.	1. Was a late fee collected with respect to a delinquency attributable solely to late fees or delinquency charges assessed on an earlier payment?

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
5. Policy/Process Implementation						
A. Third Party Vendor Management	Is periodic third party review process in place? Is there evidence of remediation of identified issues?		Y/N	N	Quarterly review of a vendors providing Foreclosure Bankruptcy, Loss mitigation and other Mortgage services. **Error Definition:** Failure on any one of the test questions for this metric.	1. Is there evidence of documented oversight policies and procedures demonstrating compliance with vendor oversight provisions: (i) adequate due diligence procedures, (ii) adequate enforcement procedures (iii) adequate vendor performance evaluation procedures (iv) adequate remediation procedures?[3] 2. Is there evidence of periodic sampling and testing of foreclosure documents (including notices of default and letters of reinstatement) and bankruptcy documents prepared by vendors on behalf of the servicer? 3. Is there evidence of periodic sampling of fees and costs assessed by vendors to; (i) substantiate services were rendered (ii) fees are in compliance with servicer fee schedule (iii) Fees are compliant with state law and provisions of the servicing standards? 4. Is there evidence of vendor scorecards used to evaluate vendor performance that include quality metrics (error rate etc)? 5. Evidence of remediation for vendors who fail metrics set forth in vendor scorecards and/or QC sample tests consistent with the servicer policy and procedures?
B. Customer Portal	**Implementation of a customer portal**.		**Y/N**	N	**A Quarterly testing review of Customer Portal.**	1. Does the portal provide loss mitigation status updates?

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
C. SPOC	Implement single point of contact ("SPOC").		Y/N 5% for Question 4	N For Question #4: 5%	Quarterly review of SPOC program per provisions in the servicing standard. **Population Definition (for Question 4):** Potentially eligible borrowers who were identified as requesting loss mitigation assistance. **Error Definition:** Failure on any one of the test questions for this metric.	1. Is there evidence of documented policies and procedures demonstrating compliance with SPOC program provisions? 2. Is there evidence that a single point of contact is available for applicable borrowers? 3. Is there evidence that relevant records relating to borrower's account are available to the borrower's SPOC? 4. Is there evidence that the SPOC has been identified to the borrower and the method the borrower may use to contact the SPOC has been communicated to the borrower?
D. Workforce Management	Training and staffing adequacy requirements.		Y/N	N	Loss mitigation, SPOC and Foreclosure Staff. **Error Definition:** Failure on any one of the test questions for this metric.	1. Is there evidence of documented oversight policies and procedures demonstrating effective forecasting, capacity planning, training and monitoring of staffing requirements for foreclosure operations? 2. Is there evidence of periodic training and certification of employees who prepare Affidavits sworn statements or declarations.
E. Affidavit of Indebtedness Integrity.	Affidavits of Indebtedness are signed by affiants who have personal knowledge of relevant facts and properly review the affidavit before signing it.		Y/N	N	Annual Review of Policy.	1. Is there evidence of documented policies and procedures sufficient to provide reasonable assurance that affiants have personal knowledge of the matters covered by affidavits of indebtedness and have reviewed affidavit before signing it?
F. Account Status Activity.	System of record electronically documents key activity of a foreclosure, loan modification, or bankruptcy.		Y/N	N	Annual Review of Policy.	1. Is there evidence of documented policies and procedures designed to ensure that the system of record contains documentation of key activities?

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
6. Customer Experiences						
A. Complaint response timeliness	Meet the requirements of Regulator complaint handling.		N/A	5%	**Population Definition: Government submitted complaints and inquiries from individual borrowers who are in default and/or have applied for loan modifications** received during the three months prior to 40 days prior to the review period. (To allow for response period to expire). **Error Definition:** # of loans that exceeded the required response timeline.	1. Was written acknowledgment regarding complaint/inquires sent within 10 business days of complaint/inquiry receipt?** 2. Was a written response ("Forward Progress") sent within 30 calendar days of complaint/inquiry receipt?** **receipt= from the Attorney General, state financial regulators, the Executive Office for United States Trustees/regional offices of the United States Trustees, and the federal regulators and documented within the System of Record.
B. Loss Mitigation						
i. Loan Modification Document Collection timeline compliance			N/A	5%	**Population Definition:** Loan modifications and loan modification requests (packages) that that were missing documentation at receipt and received more than **40** days prior to the end of the review period. **Error Definition:** The total # of loans processed outside the allowable timelines as defined under each timeline requirement tested.	1. Did the Servicer notify borrower of any known deficiency in borrower's initial submission of information, no later than 5 business days after receipt, including any missing information or documentation? 2. Was the Borrower afforded 30 days from the date of Servicer's notification of any missing information or documentation to supplement borrower's submission of information prior to making a determination on whether or not to grant an initial loan modification?

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
ii. Loan Modification Decision/Notification timeline compliance				10%	**Population Definition:** Loan modification requests (packages) that are denied or approved in the review period. **Error Definition:** The total # of loans processed outside the allowable timelines as defined under each timeline requirement tested.	1. Did the servicer respond to request for a modification within 30 days of receipt of all necessary documentation? 2. Denial Communication: Did the servicer notify customers within 10 days of denial decision?
iii. Loan Modification Appeal timeline compliance				10%	**Population Definition:** Loan modification requests (packages) that are borrower appeals in the review period. **Error Definition:** The total # of loans processed outside the allowable timeline tested.	1. Did Servicer respond to a borrowers request for an appeal within 30 days of receipt?
iv. Short Sale Decision timeline compliance				10%	**Population Definition:** Short sale requests (packages) that are complete in the three months prior to 30 days prior to the end of the review period. (to allow for short sale review to occur). **Error Definition:** The total # of loans processed outside the allowable timeline tested.	1. Was short sale reviewed and a decision communicated within 30 days of borrower submitting completed package?

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
v. Short Sale Document Collection timeline compliance				5%	**Population Definition:** Short sale requests (packages) missing documentation that are received in the three months prior to 30 days prior to the end of the review period (to allow for short sale review to occur). **Error Definition:** The total # of loans processed outside the allowable timeline tested.	1. Did the Servicer provide notice of missing documents within 30 days of the request for the short sale?
vi. Charge of application fees for Loss mitigation				1%	**Population Definition:** loss mitigation requests (packages) that are Incomplete, denied , approved and borrower appeals in the review period. (Same as 6.B.i) **Error Definition:** The # of loss mitigation applications where servicer collected a processing fee.	1. Did the servicer assess a fee for processing a loss mitigation request?
vii. Short Sales						
a. Inclusion of notice of whether or not a deficiency will be required	Provide information related to any required deficiency claim.		n/a	5%	**Population Definition:** Short sales approved in the review period. **Error Definition:** The # of short sales that failed any one of the deficiency test questions	1. If the short sale was accepted, did borrower receive notification that deficiency or cash contribution will be needed? 2. Did borrower receive in this notification approximate amounts related to deficiency or cash contribution?
viii. Dual Track						

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**
a. Referred to foreclosure in violation of Dual Track Provisions	Loan was referred to foreclosure in error.		n/a	5%	**Population Definition:** Loans with a first legal action date in the review period. **Error Definition:** The # of loans with a first legal filed in the review period that failed any one of the dual tracking test questions.	1. Was the first legal action taken while the servicer was in possession of an active, complete loan modification package (as defined by the Servicing Standards) that was not decisioned as required by the standards? 2. Was the first legal commenced while the borrower was approved for a loan modification but prior to the expiration of the borrower acceptance period, borrower decline of offer or while in an active trial period plan?
b. Failure to postpone foreclosure proceedings in violation of Dual Track Provisions	Foreclosure proceedings allowed to proceed in error.		n/a	5%	**Population Definition:** Active foreclosures during review period. **Error Definition**: # of active foreclosures that went to judgment as a result of failure of any one on of the active foreclosure dual track test question.	1. Did the servicer proceed to judgment or order of sale upon receipt of a complete loan modification package within 30 days of the Post-Referral to Foreclosure Solicitation Letter?** **Compliance of Dual tracking provisions for foreclosure sales are referenced in 1.A
C. Forced Placed Insurance						
i. Timeliness of notices	Notices sent timely with necessary information.		n/a	5%	**Population Definition:** Loans with forced placed coverage initiated in review period. **Error Definition**: # of loans with active force place insurance resulting from an error in any one of the force-place insurance test questions.	1. Did Servicer send all required notification letters (ref. V 3a i-vii) notifying the customer of lapse in insurance coverage? 2. Did the notification offer the customer the option to have the account escrowed to facilitate payment of all insurance premiums and any arrearage by the servicer prior to obtaining force place insurance? 3. Did the servicer assess forced place insurance when there was evidence of a valid policy?
ii Termination of Force place Insurance	Timely termination of force placed insurance.			5%	**Population Definition:** Loans with forced placed coverage terminated in review period. **Error Definition**: # of loans terminated force place insurance with an error in any one of the force- place insurance test questions.	Did Servicer terminate FPI within 15 days of receipt of evidence of a borrower's existing insurance coverage and refund the pro-rated portion to the borrower's escrow account?

A	B		C	D	E	F
Metric	**Measurements**		**Loan Level Tolerance for Error[1]**	**Threshold Error Rate[2]**	**Test Loan Population and Error Definition**	**Test Questions**

[1] Loan Level Tolerance for Error: This represents a threshold beyond which the variance between the actual outcome and the expected outcome on a single test case is deemed reportable

[2] Threshold Error Rate: For each metric or outcome tested if the total number of reportable errors as a percentage of the total number of cases tested exceeds this limit then the Servicer will be determined to have failed that metric for the reported period.

[3] For purposes of determining whether a proposed Metric and associated Threshold Error Rate is similar to those contained in this Schedule, this Metric 5.A shall be excluded from consideration and shall not be treated as representative.